

REQUEST FOR PROPOSAL

AVERY LANDING SITE

Offers are hereby invited, subject to the conditions set forth herein:

1. SOLICITATION DOCUMENTS

The actual character and extent of the work are described in this solicitation, which consist of the items identified on the Schedule of Pricing and Subcontract Documents.

2. EXAMINATION OF SOLICITATION DOCUMENTS

Before submitting an offer, each offeror must carefully examine all of the solicitation and site, and must be satisfied as to the character, quality, and quantity of work to be performed as well as the conditions that will be encountered at the site or will otherwise affect the cost or difficulty of performing the work. The submission of an offer shall be prima facie evidence that the offeror has complied with these requirements.

3. QUESTIONS REGARDING SOLICITATION DOCUMENTS

Questions shall be directed to the individual identified on the solicitation cover sheet. Where necessary, written clarification in the form of an addendum will be issued to all offerors. Oral clarifications shall not be binding.

4. GENERAL DOCUMENTS TO ACCOMPANY OFFER

In order to constitute an offer, which will be considered by EQ, all offers must have the following:

- A. If the offeror takes exception to any requirement of the solicitation, or offers a substitute material, process, or other requirement of these documents, EQ must accept and agree in writing to the proposed substitution prior to the award of any subcontract. Offerors must bring all proposed substitutions to the attention of EQ at the time the offer submits its proposal, otherwise the offeror's proposal shall be considered to offer all requirements as they are specified in the subcontract documents. It is assumed that the pricing offered reflects the proposed substitution unless otherwise specifically noted in the offer documents.
- B. Complete and return with offer the enclosed Representation and Certifications enclosed in Attachment 7 of Sample Subcontract.
- C. Offer shall complete and return with the offer a copy of the Certificate of Insurance. Upon Notification of Award, The offeror must provide the Certificate of Insurance Naming EQ as "Additional Insured" before to the Notice to Proceed can be offered.

- D. Offeror shall provide company points of contact and phone numbers to be utilized by EQ under this Subcontract.

5. SOLICITATION SPECIFIC DOCUMENTS TO ACCOMPANY OFFER

The following documents may or may not be required.

- A. Offeror shall submit a project schedule with the bid detailing start and completion dates as well as durations for each project activity including mobilization and demobilization. **Required after Notice of Award**
- B. The offeror shall provide a summary of directly related experience for jobs of a similar nature. Include a brief company history focusing on experience, qualifications and capabilities. To be included as a minimum: Job Name; Client; Dates of Service; Contract Value; Contact Name and Phone Number. **Required**
- C. Offeror shall submit a labor, equipment and material rate spreadsheet for all categories that may be needed outside the Schedule of Pricing. Rates shall include the following: **Required**
 - 1. These labor rates shall include the base wage rate, fringes, overhead and profit. All proposed labor rates, and applicable labor burden must meet the requirements of any wage determination applicable to this project, if any. These labor rates, if accepted by EQ, shall constitute the basis for all non-fixed price changes.
 - 2. These equipment rates shall include all ownership and operating costs to include, but not limited to fuel, lubricants, and maintenance.
- D. The offeror shall provide a written Safety Plan to be reviewed prior to Notice to Proceed. **Required after Notice of Award**
- E. The offeror shall provide a written Work Plan to be reviewed prior to Notice to Proceed. **Not Required**

6. WAGE DETERMINATION

The following wage determination applies to this requirement:

Davis Bacon Act, General Decision Number ID120015 – Date 03/02/12.

7. WITHDRAWAL OF OFFER

Execution of Subcontract in relation to each individual solicitation may be withdrawn by written notice received by EQ prior to time of opening; thereafter, no offer may be

withdrawn except with EQ's permission for a period of 5 days after opening of the offer or as otherwise stated in the Scope of Work.

8. EVALUATION FACTORS FOR AWARD

It is expected that award will be made to the offerer providing the Best Overall Value in response to the requirements contained herein.

The proposals shall be evaluated per the following criteria in their order of importance: Safety, Technical Approach; i.e. proposed highway construction practices, Cost and Schedule.

9. MINIMUM AND MAXIMUM QUANTITIES

This is a Fixed Unit Price Subcontract for the supplies or services specified. Any quantities of supplies and services specified herein are estimates only. EQ does not guarantee any minimum or maximum quantity of work or services under this Subcontract.

10. NOTICE OF AWARD

A Notice of Award will be conveyed, to the successful Offeror with one fully executed Subcontract.

Within 5 days after issuance of the Notice of Award the Subcontract Agreement shall be executed in duplicate and returned, together with the Performance and Payment Bond and Certificates of Insurance with endorsements as required by the Subcontract Documents and required Project Support Documents.

11. NOTICE TO PROCEED

Following receipt of the executed Subcontract Agreement, Performance and Payment Bond, Certificates of Insurance indicating EQ and as an Additional Insured and the required Project Support Documents; a Notice to Proceed will be issued.

12. PERFORMANCE BOND

The Miller Act applies to substantial and segregable construction exceeding \$25,000 under this Subcontract. The Subcontractor shall furnish a performance bond with Environmental Quality Management, Inc. named as the obligee in amount of 50% of the amount of the substantial and segregable construction activity. Bonds shall be provided by the Subcontractor at the Task Order Level. **Required**

13. PAYMENT BOND

The Subcontractor shall furnish a payment bond at the task order level with Environmental Quality Management, Inc. named as the obligee for the performance of work under this Subcontract. The Subcontractor is further required to flow the payment bond requirement down to all Subcontractors whose contracts exceed \$50,000.00.
Required

The penal sum of the payment bond shall equal -

- (a) 50% of the amount of the substantial and segregable construction activity if the construction activity is not more than \$1 million;
- (b) 40% of the amount of the substantial and segregable construction activity if the construction activity is more than \$1 million;
- (c) \$2 ½ million if the amount of substantial and segregable construction activity is more than \$5 million.

14. ENTIRE OFFER

Submissions from the offeror, in conformance with this RFP shall constitute an Offer, which may subsequently be accepted by EQ by awarding a Subcontract thereby forming a binding agreement. This agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, wither written or oral.

<p style="text-align: center;">SPECIAL CONDITIONS CONSTRUCTION (Statement of Work, Specific Site Requirements, Schedule, Schedule of Pricing, Etc.)</p>

A. Site Background

EQ solicits your proposal for the services and/or supplies defined herein to satisfy a current requirement under an EPA Emergency and Rapid Response Services (ERRS) prime contract.

The site is located in the St. Joe River Valley in the Bitterroot Mountains in northern Idaho, 1 mile west of the town of Avery in Shoshone County. The site is directly adjacent to the St. Joe River to the south and Highway 50 to the north, and is at 47°14' 57" north latitude and 115° 49' 16" west longitude. The elevation of the site is approximately 2,465 feet above mean sea level.

The site was used as a switching and maintenance facility for the Milwaukee Road railroad from 1907 until 1977. The facility included a turntable, roundhouse, machine shop, fan house, engine house, boiler house, storehouses, coal dock, oil tanks, and a pump house. Activities included refueling trains, using solvents to clean engine parts, cleaning locomotives with water, and maintaining equipment. The facility was located at the end of an electric rail line from the east; at the Avery facility, trains switched to fuel oil and/or diesel locomotives. The Milwaukee Road began to operate electric locomotives in the mid-1910s and continued until the mid-1970s.

Transformer oil was reportedly stored at the Avery Landing site, although use of transformer oil containing polychlorinated biphenyls (PCBs) has not been documented. Fuel oil was also stored on site in a 500,000-gallon AST.

B. EQ Specific Scope of Work

EQ has been tasked by EPA Region 10 to perform the following scope of work at the location stated above:

1. Excavate contaminated soils that are present under a portion of Highway 50, constructing a traffic detour through the site while removal work is performed.
2. Excavate 150' of river bank and outlining property adjacent to the St. Joe River in order to remove contaminated seeps, trickling into the river and, contaminated soils lining the river bank.
3. Mitigate ingestion and inhalation exposure to contaminated soils and sediments through removal, consolidation, containment and/or stabilization of the contaminated materials.
4. Minimize operations and maintenance (O&M) activities. Although surface water and ground water treatment will not be addressed as part of the Removal Action, they will benefit from collateral effects of the Removal Action. The availability of source contamination will be minimized through the consolidation, disposal and containment of contaminated materials.

5. EPA will excavate an estimated 32,000 tons of contaminated subsurface soil from one LNAPL source area. The final depth and width of excavations will be determined by visual observation, field screening instruments, and laboratory analyses using the contaminant cleanup concentrations specified in the removal plan. The excavated soil will be segregated on-site by hazard class and disposal method, and shipped off-site for disposal at approved hazardous waste and municipal waste facilities, as appropriate. A soil modifier will be placed in the bottom of the excavations to enhance biological degradation of residual contaminants. The excavations will be backfilled with clean soil and the groundwater intrusion into the excavations will be handled by a water treatment system. Any collected groundwater, surface, or subsurface water will be analyzed and disposed in an appropriate manner. Disturbed areas will be graded to facilitate surface water drainage and will be revegetated with appropriate plant materials.

6. Temporary Best Management Practices (BMPs) will be employed throughout construction for control of erosion, fugitive dust, and storm water management, and to minimize and to avoid adverse impacts on wildlife and their habitats. Dust and particulate concentrations at the Site will be monitored with particulate monitors and the results used to modify work practices if particulate levels exceed the on-Site action level of 10 ppm and Site boundary action level of 3 ppm.

EQ site activities are expected to start around May 14, 2012.

C. Subcontractor Scope of Work / Requirements

The qualified Subcontractor shall provide all labor, equipment, tools, transportation, materials and supplies necessary for the complete and satisfactory rebuild of Highway 50, Avery, Idaho pursuant to the requirements of the **U.S. Department of Transportation (DOT) Subcontract Specifications for ID PFH 50 (9) Avery Landing, St. Joe River Road** attached and described herein.

Note: EQ's Subcontract Agreement shall supersede any language and/or terms, as stated in the attached DOT Specification Document, that may conflict with the EQ Subcontract terms and conditions.

1. Requests for interpretation or reports of ambiguities shall be made in writing and delivered to EQ at least seven days before the bid submittal deadline. Clarifications, interpretations, or supplemental instructions, which change to scope of work and or schedule described in the Subcontract documents, will be issued in the form of written addenda. All addenda shall become part of the Subcontract Document and any subsequently awarded Subcontract.

2. Forward written questions to: Laurie Telin @ ltelin@eqm.com

3. Copies of addenda will be electronically transmitted to all bidders on record.

4. Each bidder shall acknowledge the receipt of all addenda issued on its bid.

5. Subcontractor agrees that it shall assume sole and complete responsibility for jobsite conditions related to their scope of work during the course of construction of this project, including safety of all persons and property, that this requirement shall apply continuously and not be limited to normal working hours, and that the Subcontractor shall defend, indemnify, and hold EQ harmless from any and all liability, real or alleged, in connection with the performance of work on this project, except for the liability arising from the sole negligence of EQ.

6. All work under this procurement shall be performed in a skillful and workmanlike manner. EQ may require, in writing, that the Subcontractor removes from the work site any employee EQ deems incompetent, careless, or otherwise objectionable.

7. An itemized list of costs shall be presented to the EQ Response Manager upon completion of project. Signed copies of the lists shall accompany the invoice to EQ.

8. A mandatory site walk is scheduled for Wednesday, April 18, 2012, 1300 hours. Attendance is mandatory to bid on this RFP. The address for the site walk is 46212 St. Joe River Road, Avery, ID 83802 – The Bentcik Cabin.

9. Subcontractor shall provide a Traffic Control Plan

10. Subcontractor shall provide a Site Specific Health and Safety Plan

11. A preconstruction conference will be held after the Subcontract is awarded and before beginning work. Seven days before the preconstruction conference, Subcontractor shall furnish three copies of the preliminary construction schedule. The project schedule shall be in the form of a Gantt chart, and shall include, at a minimum:

- Dates for key milestones
- Critical path items and durations
- Start date and duration for move-in and setup
- Start date and duration for sub-grade construction
- Start date and duration for final highway construction
- Start date and duration for move-out activities

Additionally, during the preconstruction conference a technical discussion shall include, but not limited to:

- Lay down/staging area requirements
- Proposed source for import materials
- Delivery and staging of import materials
- Brief discussion on technical approach
- Traffic Control
- Health and Safety

12. Subcontractor shall furnish at least 48 hours advanced notice before changing the

established work schedule.

13. Subcontractor shall mobilize necessary personnel, equipment, materials and incidentals to the project site and commence construction operations within seven days of receiving notice to mobilize by EQ.

Schedule of Key Milestone Dates

- ✓ Bids received 2:00 PM, on May 1, 2012
- ✓ Notice of Award May 7, 2012
- ✓ Notice to Proceed May 17, 2012
- ✓ On-site pre-construction meeting 10:00 AM June 5, 2012 (Tentative)
- ✓ The anticipated Subcontractor start date is June 25, 2012.
- ✓ EQ holiday schedule July 1 through July 4, 2012 (If Subcontractor elects to work over holiday period an EQ Response Manager will be present)

D. Schedule of Pricing

Offeror may submit rates for all or any items as outlined in the Schedule of Pricing. This is a fixed unit rate proposal; therefore the qualified subcontractor must guarantee their bid rates for the duration of the project.

As full consideration for satisfactory performance by Subcontractor of the Work described herein, EQ agrees to pay Subcontractor at the time(s) provided in this subcontract the following consideration:

SCHEDULE OF PRICING AVERY LANDING SITE

Company Name _____ Pg. 1

Phone _____ Fax _____

Authorized Representative (print) _____

Signature _____ Date _____

PAY ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL NTE
15101-0000	Mobilization All	1	Lump	\$	\$
15101-0000	Standby	5	Days	\$	\$
15201-0000	Construction Survey & Staking All	1	Lump	\$	\$
15301-0000	Contractor Quality Control All	1	Lump	\$	\$
15401-0000	Contractor Testing All	1	Lump	\$	\$
20403-0000	Unclassified Borrow	8,500	CYD	\$	\$
20410-0000	Select Borrow	850	CYD	\$	\$
20410-0000	Select Borrow (Rock)	11,100	CYD	\$	\$
30802-0000	Roadway Aggregate, Method 2	700	Ton	\$	\$
40401-0000	Minor Hot Asphalt Concrete	300	Ton	\$	\$
41201-1000	Tack Coat Grade CSS-1, CSS- 1H, SS-1, or SS-1H	1	Ton	\$	\$
60201-0000	36 Inch Pipe Culvert	70	LF	\$	\$

Company Name _____ Pg. 2

PAY ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL NTE
63401-0100	Pavement Markings, Type A, Solid (Yellow)	2,700	LF	\$	\$
63401-0100	Pavement Markings, Type A, Solid (White)	2,700	LF	\$	\$
63610-2800	Conduit, 4 Inch, PVC	660	LF	\$	\$
NA	Traffic Control Plan	1	Lump	\$	\$
NA	Demobilization All	1	Lump	\$	\$
TOTAL NTE PRICE				\$	

Subcontract POC Name _____ Phone _____

Site Project Manager Name _____ Phone _____

After Hours Phone _____

Prices are to include all permits, licenses and taxes, as well as any required shift differential, overtime pay, and/or holiday pay.

Subcontractor shall commence work upon receipt of a Notice of Award and/or a Notice to Proceed. Time is of the essence for the performance of services described herein. Failure to fulfill the time schedule specified shall constitute a material breach of this Subcontract, unless EQ approves in writing, in advance, of any changes in the time schedule.

Subcontractor shall provide the following by May 1, 2012:

*Schedule of Pricing
Labor, Equipment and Materials Price List
Proof of Insurance
Representations and Certifications
ID State Contractors License
Company Related Experience*

Labor, Equipment and Materials Price List (Add and Deducts List)

[illegible]

SUBMITTAL CHECKLIST

Company Name _____ Pg. 4

DESCRIPTION	REQUIRED DUE DATE	SUBMITTAL DATE	COMMENTS
Schedule of Pricing	05/01/12		
Labor-, equipment-, material- rate spreadsheet	05/01/12		
Related Company Experience	05/01/12		
ID State Contractors / Business License	05/01/12		
Representations and Certifications	05/01/12		
Proof of Insurance	05/01/12		
Project Schedule	Upon Notice of Award		
Health and Safety Plan	Upon Notice of Award		
Insurance Certificate list EQ as "Additional Insured	Upon Notice of Award		
Performance Bond	Upon Notice of Award		
Payment Bond	Upon Notice of Award		

EXHIBIT A.

SAMPLE SUBCONTRACT

**SUBCONTRACT AGREEMENT
FOR PROFESSIONAL ENGINEERING, CONSTRUCTION AND CONSULTING SERVICES**

BETWEEN

**ENVIRONMENTAL QUALITY MANAGEMENT, INC.
("COMPANY")**

6825 216th Street SW, Suite J, Lynnwood, Washington 98036 (425) 673-2900
Address and Telephone

AND

("SUBCONTRACTOR")

Address and Telephone

This Subcontract, dated _____, 20 ____, governs all work ordered by COMPANY and accepted by SUBCONTRACTOR during its term.

1. Work Scope and Performance

Unless otherwise specified by COMPANY, SUBCONTRACTOR shall furnish all labor, materials, facilities, equipment and supervision necessary to perform the professional engineering, consulting, reporting, documentation and related services requested. SUBCONTRACTOR acknowledges that it possesses the federal, state, and local permits, licenses and certifications necessary to practice in the state in which the work is to be performed, shall perform the work in a good and workmanlike manner consistent with all applicable standards of care in accordance with the Contract Documents and shall:

- a. Use engineering and scientific methods, standards, instrumentation and documentation practices which conform with the basic principles and current techniques of the engineering and scientific disciplines (whether mechanical, electrical, chemical, civil, structural, mathematical, environmental, analytical laboratory or otherwise), with all applicable regulations and agency requirements of any governmental agency having jurisdiction where the work is performed, or as otherwise specified by COMPANY.
- b. Perform the engineering and consulting research, analysis, study, modeling and design work using equipment, job-site information and project requirements specified by COMPANY.
- c. Develop and compile drawings, blueprints and maps, document its research, computations, findings and data and provide other information in formats as specified by COMPANY.

If SUBCONTRACTOR determines in its performance of work that additional or different tasks may be necessary, SUBCONTRACTOR will notify COMPANY in writing before performing such tasks to request COMPANY's authorization and obtain a Change Order.

2. Commencement

The Subcontract shall have a period of performance as established in the project schedule which has been prepared by COMPANY from _____ to _____, and unless terminated in accordance with other provisions herein. The COMPANY reserves the right to modify the project schedule from time to time. Should the Work be disrupted, obstructed, delayed or interfered with by any fault, neglect, or failure to act by the SUBCONTRACTOR (including, but not limited to, any strike, boycott, picketing or voluntary or involuntary cessation of work by SUBCONTRACTOR's employees), which in COMPANY's sole judgment will cause an unreasonable delay in the progress of the Work, COMPANY, upon giving SUBCONTRACTOR three (3) calendar days prior written notice, shall have the right to declare SUBCONTRACTOR in default of this Subcontract. In this event, COMPANY shall take such actions as it deems appropriate to complete the unfinished portion of the Work, including all rights described in Section 19 (Default) of this Subcontract.

3. Contract Sum

COMPANY shall pay to SUBCONTRACTOR for the satisfactory performance of the Work under the SUBCONTRACT the sum of _____ DOLLARS (\$_____) (hereinafter called the "Contract Sum") subject to the terms and conditions hereof. The Contract Sum includes all federal, state, county, municipal and other taxes imposed by law and based upon labor, services, materials, equipment or other items acquired, performed, furnished or used for and in connection with the Work, including but not limited to sales, use and personal property taxes payable by or levied or assessed against the Owner, COMPANY or the SUBCONTRACTOR. The Contract Sum may only be changed by a Change Order pursuant to Section 4.

4. Change Orders

COMPANY may order changes, deletions or additional work within the scope of the Subcontract by issuance of a written change order ("Change Order"). If such changes cause an increase or decrease in costs or in time for performance, these changes will be included in the Change Order. SUBCONTRACTOR shall make no change to the work requested and shall not be entitled to compensation for additional work performed without prior receipt of a written Change Order via facsimile or otherwise from COMPANY. The value of the work to be changed, added or omitted shall be stated in the Change Order and shall be added to or deducted from the Contract Sum. All changes, additions or omissions in the Work or extensions of the project schedule ordered in writing by COMPANY, pursuant to a Change Order, shall be deemed to be a part of the Work hereunder and shall be performed and furnished in strict accordance with all the terms and provisions of this Subcontract and the other Contract Documents. SUBCONTRACTOR accepts the responsibility to keep its surety informed of all such modifications to its contract.

5. Compensation and Billing

COMPANY shall pay SUBCONTRACTOR the lump sum or unit rates specified in the Subcontract or Change Order(s) for the work and shall make payment within forty-five (45) days after receipt of a valid invoice and satisfactory completion of the work invoiced. SUBCONTRACTOR's invoice shall reference the Subcontract and any Change Order numbers, shall include an itemized statement of charges and copies of receipts for properly reimbursable expenses included in the scope of work and shall state any prompt payment discounts.

As a condition precedent to COMPANY's obligation to make payment under this Subcontract, whether a progress or final payment, or for proposed or approved Change Orders, delays, disruptions, hindrances, interferences or claims relating to the Work, (i) SUBCONTRACTOR shall have provided COMPANY with evidence, satisfactory to COMPANY, of all workers compensation certificates, insurance certificates, lien waivers, affidavits and such other documents as COMPANY may reasonably require, and (ii) COMPANY shall have received payment for the Work from the Owner. If COMPANY has provided payment or performance bonds or a combination payment and performance bond, the obligation of COMPANY and its surety under any of those bonds to make any payment (whether a progress payment or final payment) to a claimant on that bond is similarly subject to the express condition precedent of payment therefore by the Owner. SUBCONTRACTOR expressly assumes the risk of non-payment by the Owner.

Final payment to COMPANY by the Owner shall be an express condition precedent which must occur before COMPANY shall be obligated to make final payment to the SUBCONTRACTOR. In addition, final payment by COMPANY to the SUBCONTRACTOR shall not become due and payable until the following other express conditions precedent have been met: (1) the successful completion and acceptance of the Work by COMPANY, Architect and/or Owner; (2) provision by the SUBCONTRACTOR of evidence satisfactory to COMPANY that there are not claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items in connection with the Work; (3) execution and delivery by the SUBCONTRACTOR, in a form satisfactory to COMPANY, of a general release of claims and liens running to and in favor of COMPANY and the Owner; and (4) complete and full satisfaction of all claims, demands and disputes, and all obligations and responsibilities of SUBCONTRACTOR, arising out of or related to the Subcontract, including those as between COMPANY and SUBCONTRACTOR as well as those between SUBCONTRACTOR and any third party. Should there be any such claim, obligation or lien or unsatisfied obligation or responsibility whether before or after final payment is made, the SUBCONTRACTOR shall pay, refund or deliver to COMPANY (1) all monies that COMPANY and/or the Owner shall pay in satisfying, discharging or defending against any such claim, obligation or lien or any action brought or judgment recovered thereon and all costs and expenses, including legal fees and disbursements, incurred in connection therewith; and (2) such amounts as COMPANY or Owner shall, in their sole discretion, determine to be an amount sufficient to protect COMPANY and Owner therefrom. In lieu of payment of such amounts, SUBCONTRACTOR may, at Owner's and COMPANY's sole discretion, deliver a bond satisfactory to COMPANY and Owner. Such refund and payment shall be made within ten (10) days of request by COMPANY to SUBCONTRACTOR for same. The final payment shall be due within thirty (30) days after all of these express conditions precedent have been met.

6. Liquidated Damages

SUBCONTRACTOR recognizes that its Work is part of a larger project to be completed and that strict adherence to progress schedules will be critical, therefore, absent an extension of time by Change Order as provided in Section 4 to this Subcontract, the SUBCONTRACTOR agrees to pay to COMPANY the sum of \$_____.00 per day, as liquidated damages and not as a penalty, for each day beyond the Contract Time for which the Work, or any part thereof, has not been completed pursuant to the project schedule.

7. Progress of Work

SUBCONTRACTOR shall commence and complete the work in accordance with the project schedule specified by COMPANY and shall order its materials, submit shop drawings and perform any other required acts in sufficient time to maintain said schedule and insure timely completion of the Work. Time is of the essence to COMPANY. If SUBCONTRACTOR fails to employ sufficient, skilled and competent personnel and/or proper quantity and quality of materials as may be required to perform the Work in a timely manner in accordance with the project schedule, or otherwise causes delays which result in the SUBCONTRACTOR's failure to complete the Work in the given time, SUBCONTRACTOR shall indemnify and hold COMPANY harmless for any additional expenses or damages (including but not limited to penalties or liquidated damages) arising out of such delay or inability to proceed with the Work.

If, in the sole opinion of COMPANY, SUBCONTRACTOR shall fail to diligently pursue completion of the Work and/or comply with the project schedule, COMPANY may, but shall not be obligated to, (i) reserve payments otherwise due SUBCONTRACTOR until the Work is performed on schedule, (ii) supplement SUBCONTRACTOR's workforce with the COMPANY's own or other forces, which may include persons or entities under separate contracts administered by the COMPANY, the cost and expense of which shall be borne by the SUBCONTRACTOR, or (iii) cause other subcontractors to work overtime and to take whatever other action it deems necessary to avoid delay in the completion of the Work and of the Project, and the cost and expense of such overtime and/or such other action shall be borne by the SUBCONTRACTOR.

8. Extension of Time

Should the SUBCONTRACTOR be delayed, disrupted, hindered or interfered with in the commencement, construction or completion of any Work by any cause including, but not limited to any act, omission, negligence or default of COMPANY or by any other subcontractor on the Project, or by the Architect, the Owner or their agents or

by damage caused by fire or other casualty in no way chargeable to the SUBCONTRACTOR, or by any extraordinary conditions arising out of war or government regulations, or by any other cause beyond the control of and not due to any fault, neglect, act or omission of the SUBCONTRACTOR, its subcontractors, agents, employees or suppliers, then the SUBCONTRACTOR shall be entitled to an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid causes, provided, however, that the SUBCONTRACTOR shall not be entitled to any such extension of time unless the SUBCONTRACTOR (1) notifies COMPANY in writing of the cause or causes of such delay, disruption, hindrance or interference within forty-eight (48) hours of the commencement thereof and (2) demonstrates that it could not have anticipated or avoided such event and has used all available means to minimize the consequences thereof. SUBCONTRACTOR acknowledges that delivery of such notice is an essential condition precedent to SUBCONTRACTOR's rights in connection with any such event to COMPANY's ability to fully identify and address such cause or causes, and accordingly, SUBCONTRACTOR expressly waives all rights with respect to any such cause or causes for which notice hereunder was not provided. Notwithstanding the foregoing, if the prime contract's provisions governing granting such extensions materially differs from that set forth above, then the provisions of the prime contract shall control.

The SUBCONTRACTOR agrees that it shall not be entitled to nor claim any cost reimbursement, compensation or damages for any delay, disruption, hindrance, or interference to the Work except to the extent that COMPANY has actually recovered corresponding cost reimbursement, compensation or damages from the Owner under the Contract Documents for such event and then only to the extent of the amount, if any, which COMPANY on behalf of the SUBCONTRACTOR, actually receives from the Owner. Notwithstanding any term or provision herein to the contrary, SUBCONTRACTOR expressly waives and releases all claims or rights to recover lost profit (except for profit on Work actually performed), recovery of overhead (including home office overhead), and any other indirect damages, costs or expenses in any way arising out of or related to this Subcontract, including the breach thereof by COMPANY, delays, charges, acceleration, loss of efficiency or productivity, disruptions or interferences with the performance of the Work.

SUBCONTRACTOR hereby acknowledges that COMPANY is not obligated or required to pursue any claim by SUBCONTRACTOR as against Owner if COMPANY, in its sole discretion, after review of SUBCONTRACTOR's claim, has deemed the claim to lack merit in whole or in part.

9. Ownership of Work Product

Unless otherwise specified in writing by COMPANY, the work and all records relating to it, including all documents, calculations, maps, notes, reports, data, models and any and all inventions and copyrightable material contained therein shall become the property of COMPANY. Upon completion of the work, or at any time upon request of COMPANY, SUBCONTRACTOR shall deliver all such materials to COMPANY and execute all documents and take all steps requested by COMPANY necessary to perfect in COMPANY the entire right, title and interest in and to said inventions and copyrightable materials.

10. Right to Audit

SUBCONTRACTOR shall maintain a complete set of records pertaining to its performance under this Subcontract and all related transactions for a period of not less than three (3) years after completion of any work. Upon reasonable notice, COMPANY may audit all such records as well as inspect SUBCONTRACTOR's facilities at any time during the term of this Subcontract or during the three-year period after completion of work. Such audit or inspection may be made without notice if mandated by legal or emergency conditions.

11. Health, Safety, and Compliance with Law

SUBCONTRACTOR understands and acknowledges the potential for contact with hazardous waste or materials in the conduct of the work and certifies that its employees engaged in the work have completed health and safety training courses as specified by the Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA) and respective chapters 29 and 40 of the Code of Federal Regulations (CFR) and applicable state and local agencies. SUBCONTRACTOR shall additionally assure its compliance with COMPANY's health and safety policies and procedures, site safety plans or other health and safety rules specified for the work.

SUBCONTRACTOR agrees to obtain and maintain all permits and licenses required for its performance of the work and to comply with all federal, state and local laws (including health, safety, labor and employment laws) and all ordinances, regulations and orders of governmental agencies pertaining to the work.

12. Environmental Compliance

SUBCONTRACTOR represents and warrants that it will conduct all work in compliance with all applicable federal, state and local environmental statutes, ordinances and implementing regulations, including, but not limited to, all obligations under the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and the Superfund Amendments and Reauthorization Act (SARA) governing the handling, treatment, transportation, storage, or disposal of hazardous waste, substances, samples or residue.

13. Warranty and Professional Care

SUBCONTRACTOR warrants that its work will conform with the requirements of this Subcontract and with any special terms pertinent to the Work specified by COMPANY.

SUBCONTRACTOR represents and warrants that it shall be responsible for the professional and technical accuracy, adequacy and standards of all work performed under this Subcontract, including that (a) proper Engineering design, supervision, inspection and testing practices are followed; (b) all Work is free from defects, incorporates the specifications, safety margins and other criteria specified for the Work, and is fit for the purposes intended; (c) computations and analyses are accurate, within the limits of precision specified for the work and sufficiently documented to allow verification of results; (d) all materials furnished for the work, including studies, designs and plans are free from any valid claim for copyright or patent infringement; (e) all design or construction work and any materials or equipment furnished are in compliance with all applicable statutes and regulatory codes of any federal, state or local governmental body having jurisdiction over the Work.

SUBCONTRACTOR shall, without cost to COMPANY, correct or revise any errors or deficiencies in the Work, or at the sole discretion of COMPANY, refund in full or in part fees paid by COMPANY for such services. If SUBCONTRACTOR fails to cure any nonconformity under this warranty as requested by COMPANY, COMPANY may do so and all costs incurred shall be reimbursed to COMPANY from SUBCONTRACTOR.

14. Insurance

SUBCONTRACTOR shall, at all times during the period this Subcontract is in effect, maintain the following insurance with the minimum policy limits specified:

	Type	Limits
a.	Worker's Compensation Employer's Liability	Statutory \$1,000,000/Per occurrence
b.	Commercial General Liability including Contractual Liability	\$5,000,000 Combined single limit
c.	Automobile Liability, including Bodily Injury /Property Damage	\$1,000,000 Combined single limit
d.	Professional Liability	\$1,000,000/Per claim

The insurance policies provided for in b and c shall be endorsed to name COMPANY as an additional insured party. All policies shall be endorsed to provide that all rights of subrogation against COMPANY are waived and shall contain cross liability and severability of interest provisions. SUBCONTRACTOR's compliance with the above insurance provisions shall not constitute a limitation of liability or in any way limit or affect SUBCONTRACTOR's indemnification obligations under this Subcontract.

COMPANY reserves the right to require additional insurance or coverage amounts for the policies above based on its evaluation of specific client requirements and the nature of the work. Certificates evidencing the required insurance coverage shall be delivered to COMPANY prior to commencement of work and shall provide that any material change in or cancellation of any policy under which certificates are issued shall not be valid until COMPANY has received thirty (30) days prior written notice of such change or cancellation. The SUBCONTRACTOR shall provide the additional insured status required in paragraph 2 per Form CG 20 10 11 85 and shall forward a copy of the actual endorsement naming COMPANY on the SUBCONTRACTOR's policy. To provide evidence that the SUBCONTRACTOR's occurrence limit of liability is available for each of its projects; the SUBCONTRACTOR shall provide Form CG 25 03. To support the waiver or subrogation provision in paragraph 2, the SUBCONTRACTOR shall provide an endorsement via Form CG 24 04.

15. Indemnification

SUBCONTRACTOR shall, at its own expense, fully protect, indemnify, defend and hold harmless the COMPANY from and against the following:

- a. all claims or liens of SUBCONTRACTOR, laborers, mechanics, material men, Subcontractors or their subcontractors claiming by or through SUBCONTRACTOR;
- b. all fines, penalties, assessments, or other exactions imposed by any government authority by reason of the failure of SUBCONTRACTOR or its employees, agents, suppliers or Subcontractor's failure to comply with any applicable federal, state or local law, rule or regulation;
- c. the failure of SUBCONTRACTOR or its employees, agents, suppliers or Subcontractors to comply with any of the terms and conditions of this Subcontract;
- d. any patent or copyright infringement by SUBCONTRACTOR or its employees, agents, suppliers or Subcontractors;
- e. all liabilities, losses, damages, demands, claims, suits, taxes, costs and expenses including reasonable legal fees and other expenses of litigation arising from injuries, disease, or death to any persons, including SUBCONTRACTOR's employees or agents, and for loss or damage to property of any type arising out of or related to services performed by SUBCONTRACTOR, its employees, agents, suppliers or Subcontractors except to the extent such liabilities or losses are attributable to the sole negligence or willful misconduct of the COMPANY.
- f. the liabilities, claims, losses, damages, demands and expenses caused in whole or in part by any negligent act or omission of SUBCONTRACTOR, its employees, agents, suppliers or Subcontractors, including any engineer or other design professional employed are retained by SUBCONTRACTOR, any one directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist, to any party or person described herein. The obligations of SUBCONTRACTOR hereunder shall extend to the liability of any engineer or other design professional employed or retained by SUBCONTRACTOR in such design profession's agents or employees, arising out of (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and (ii) the giving of or the failure to give directions or instructions by such design professionals, his agents or employees.
- g. in any and all claims against the COMPANY or any of its agents or employees by any employee of SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for

SUBCONTRACTOR or any of its subcontractors under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.

- h. any and all related costs and expenses (including legal and accounting fees) related to any of the foregoing.

Upon failure of SUBCONTRACTOR, within five (5) days after notice of any lien or claim indemnified hereunder, to secure discharge or release of the COMPANY therefrom, or otherwise expeditiously protect the COMPANY's interest, the COMPANY may, as authorized agent and for the account of SUBCONTRACTOR, take over exclusive handling of such claim and secure such release or discharge in any reasonable manner; provided that such right shall accrue with respect to claims required to be covered by insurance only upon default or denial of coverage by the insurer. All expenses of the COMPANY (including attorney's fees and expenses of administration) incurred on account of claims indemnified hereunder shall be for the account of SUBCONTRACTOR.

16. Liens

SUBCONTRACTOR shall neither file nor cause to be filed any lien with respect to the work performed and hereby waives any right to file or cause such a lien to be filed. In the event any claim has been asserted against SUBCONTRACTOR, COMPANY or Owner, or any lien has been filed with respect to the work performed, further payment shall not become due until all such claims or liens have been released and/or discharged without cost or expense to COMPANY. COMPANY may, in default of SUBCONTRACTOR's obligation to do so, procure the release of any such claim or lien, and deduct all costs and expenses incurred in so doing from any money due hereunder. If final payment has been made, SUBCONTRACTOR shall reimburse COMPANY for all monies paid to release any such claim or lien.

To the fullest extent permitted by law, SUBCONTRACTOR for itself and for its subcontractors, laborers and materialmen and suppliers and all others directly or indirectly acting for, through or under it or any of them covenants and agrees that no liens or claims, whether a mechanics' lien, claim on public funds or an attested account or otherwise, will be filed or maintained against the Project, or against any monies due or to become due from the Owner to COMPANY or from COMPANY to the SUBCONTRACTOR, for or on account of any work, labor, services, materials, supplies, equipment, or other items performed in connection with the Work, and the SUBCONTRACTOR for itself and its subcontractors, laborers, and materialmen and suppliers and all others above mentioned does hereby expressly waive, release and relinquish all rights to file or maintain such liens and claims. The SUBCONTRACTOR agrees to indemnify, protect and save harmless COMPANY and the Owner from and against any and all such liens and claims and actions brought or judgments rendered thereon, and from and against any and all loss, damages, liability, costs and expenses, including legal fees and disbursements, which COMPANY and/or the Owner may sustain or incur in connection therewith.

17. Flow-Down and Job-Specific Provision

SUBCONTRACTOR acknowledges that its participation in certain Work Assignments may be contingent upon its acceptance of additional provisions including, but not limited to, obligations to secure bonds, increase insurance limits or sign non-disclosure agreements as may be required by the type of work or the terms of a contract between COMPANY and the Owner. COMPANY shall present such requirements to SUBCONTRACTOR for its review, and appropriate provisions shall be included as part of the Work. All such additional provisions shall be deemed incorporated herein by reference.

18. Independent Contractor Status

SUBCONTRACTOR, its Subcontractor and associates shall act as and be deemed to be independent contractor for all purposes of this Subcontract and shall not be deemed to be agents, assigns, employees, joint ventures, partners or principals of COMPANY, its employees, officers, directors, representatives or affiliates. The employees, methods, materials, equipment and facilities used by SUBCONTRACTOR, its subcontractors and suppliers to perform the work hereunder shall at all times be under their exclusive supervision, direction and control. This Subcontract is not intended to be one of hiring under the provisions of any workers compensation or other laws and shall not be so construed.

19. Default

The following are "Events of Default" under this Subcontract whether before or after final payment:

- a. a refusal or neglect of SUBCONTRACTOR to supply sufficient amounts of labor, equipment or materials of proper quality and quantity, or the failure of SUBCONTRACTOR to maintain performance of the Work in accordance with the Project Schedule, or cause by any act or omission, the stoppage or delay of or the interference in the Work of COMPANY or other subcontractors by reason of the performance or non-performance of the SUBCONTRACTOR.
- b. the failure of SUBCONTRACTOR to perform or comply with any clause or covenant contained in this Subcontract.
- c. the existence of evidence satisfactory to COMPANY that SUBCONTRACTOR is financially incompetent or otherwise unable or unwilling to satisfactorily perform the Work under this Subcontract.
- d. the filing by or against SUBCONTRACTOR of a petition in bankruptcy or a petition for an arrangement or reorganization under the Bankruptcy Act.
- e. the insolvency of SUBCONTRACTOR, including inability to meet current obligations.
- f. dissolution or termination of the existence of SUBCONTRACTOR.
- g. the calling of a meeting of creditors by SUBCONTRACTOR, the appointment of a committee of creditors or liquidating agents, or the offering of a composition or extension to creditors by SUBCONTRACTOR.
- h. the appointment of a receiver for SUBCONTRACTOR.
- i. the inability of SUBCONTRACTOR to perform the Work or maintain labor peace on the job site for any reason, including, but not limited to, any labor dispute or strike or other difficulty, involving the employees of SUBCONTRACTOR or any lower-tier Subcontractor, materialmen or supplier or any union.

Upon an Event of Default by SUBCONTRACTOR, COMPANY may terminate this Subcontract and enter upon the premises and take possession, for the purpose of completing the Work under this Subcontract, of all materials, tools and appliances thereon, all of which SUBCONTRACTOR hereby transfers, assigns and sets over to COMPANY for such purpose, and to employ any other person or persons to finish the Work and to provide the materials, labor, equipment or other items required therefore. In the case of such discontinuance of this Subcontract, SUBCONTRACTOR shall not be entitled to receive any further payment under this Subcontract until the Work shall be wholly completed to the satisfaction of COMPANY, at which time, if the unpaid balance of the amount to be paid under this Subcontract shall exceed the expense incurred by COMPANY in finishing the Work, such excess shall be paid by COMPANY to SUBCONTRACTOR; but if such expense shall exceed such unpaid balances, SUBCONTRACTOR and its surety, if any, shall pay the difference to COMPANY. COMPANY's cost shall include not only the cost of completing the Work to the satisfaction of COMPANY, but shall include any and all losses, costs, expenses and liquidated damages imposed by Owner on COMPANY, which result from SUBCONTRACTOR's default.

If SUBCONTRACTOR seeks relief under Federal or state laws for relief or protection of debtors, or such proceedings are commenced against SUBCONTRACTOR and not dismissed within 30 days, or if SUBCONTRACTOR makes an assignment for the benefit of creditors, has any of its property attached or seized under court order, or COMPANY otherwise has reasonable grounds to believe that SUBCONTRACTOR's performance may be substantially impaired, then COMPANY may request of SUBCONTRACTOR or its trustee or other successor adequate assurance of future performance. Failure to comply with such request within ten (10) days of delivery of the request, or rejection of this Subcontract, will entitle COMPANY to terminate this Subcontract. Pending receipt of adequate assurances of performance, COMPANY may, but shall not be obligated to, perform through itself or through others any Work as may be necessary to maintain the progress of the Work and to deduct the cost thereof from any monies due or to become due to the SUBCONTRACTOR under this Subcontract.

20. Force Majeure

Neither party shall be liable for or deemed in breach hereof because of any delay in the performance of its obligations to the extent caused by circumstances beyond its control and that could not have been prevented by the exercise of due diligence, including but not limited to fires, natural disasters, riots, wars, labor strikes, adverse weather conditions not reasonably anticipated by SUBCONTRACTOR, or acts of God. SUBCONTRACTOR will notify COMPANY in writing within ten (10) days after the beginning of any such cause, which would affect its performance.

21. Assignment

To the fullest extent permitted by law, SUBCONTRACTOR agrees that it shall not assign, sell, transfer, or delegate any rights, duties or obligations arising under this Subcontract including, but not limited to, any right to receive payments hereunder, without the prior written consent of COMPANY in its sole discretion (hereafter "Assignment"). SUBCONTRACTOR agrees that any such Assignment shall not relieve the SUBCONTRACTOR of any of its agreements, duties, responsibilities or obligations under this Subcontract and the other Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between COMPANY and such assignee or transferee. SUBCONTRACTOR hereby agrees to indemnify and hold harmless COMPANY from and against any and all loss, cost, expense or damages to COMPANY or Owner has or may sustain or incur in connection with any Assignment.

22. Confidentiality and Non-Disclosure

All information furnished to SUBCONTRACTOR by COMPANY or developed by SUBCONTRACTOR in the course of performing the work under this Subcontract, whether or not it is marked "Proprietary" or "Confidential", shall be deemed to be business proprietary information of COMPANY. SUBCONTRACTOR agrees not to disclose such information, directly or indirectly to any third party nor to use such information other than in performance of the work and agrees not to use COMPANY's or Owner's name for promotional or other purposes without prior written consent. All proprietary or confidential information shall be returned to the COMPANY at the conclusion of this Subcontract or upon request of the COMPANY.

23. Disputes and Choice of Law

If either party makes a claim against the other party for any alleged error, omission or act arising out of this Subcontract, the performance of work hereunder, or a breach hereof that cannot be mutually resolved without resort to formal dispute resolution and such party fails to prove the claim, such party shall pay all costs incurred by the other party in defending itself against the claim, including personnel costs, attorney's fees, court costs and other claim related expenses.

This Subcontract and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Ohio except to the extent that certain matters are pre-empted by federal law. Any dispute that arises under or relates to this Subcontract for the transactions contemplated hereby (whether in contract, tort, or otherwise) shall be resolved in a court of common pleas in Hamilton County, Ohio. SUBCONTRACTOR and COMPANY hereby consent to personal jurisdiction and venue in a court of common pleas in Hamilton County, Ohio.

24. Notices

Any notice or other communication hereunder shall be given in writing and either (a) delivered in person, (b) transmitted by telex, telefax, or telecommunications mechanism provided that any notice so given is also mailed as provided in clause (c), or (c) mailed by certified or registered mail, postage prepaid, to the addresses set forth in the preamble of the Subcontract or such other addresses either party may designate by written notice to the others. Each such notice and other communication shall be effective (i) if given by telecommunications, when transmitted to the applicable number so specified and an appropriate answerback is received, (ii) if given by certified mail, postage pre-paid, return receipt requested, three (3) days after such communication is deposited in the mail with first

class postage pre-paid, addressed as aforesaid, and (iii) if given by any other means, when actually delivered at such address.

25. Term, Suspension and Termination

This Subcontract shall be in effect for a period of one year from the date of execution by COMPANY and shall continue from year to year unless canceled by either party upon thirty (30) days prior written notice. This Subcontract is issued to SUBCONTRACTOR by the COMPANY pursuant to a prime contract between the COMPANY and an owner or other third party (the "Prime Contract"). If there is a conflict between the terms of the Prime Contract and this Subcontract, the terms of the Prime Contract shall supersede the conflicting terms of this Subcontract.

The COMPANY may terminate all or any part of the work at any time (i) if SUBCONTRACTOR fails to perform any of its duties or obligations hereunder or (ii) without regard to any fault to perform by any party, solely for the COMPANY'S convenience. If this Subcontract is terminated by the COMPANY for cause, the SUBCONTRACTOR shall be compensated only for those portions of Work acceptable to the COMPANY. If this Subcontract is terminated by the COMPANY for convenience, the SUBCONTRACTOR shall be compensated for the Work then performed and costs incurred by reason of such termination, along with reasonable overhead and profit thereon, and the COMPANY shall have no further liability for compensation for expenses or fees to the SUBCONTRACTOR. Should the COMPANY terminate this Subcontract for any reason, in no event shall the SUBCONTRACTOR be entitled to any consequential damages, lost profit or any costs or expenses not otherwise stated herein. Upon a determination by a court of competent jurisdiction that termination of the SUBCONTRACTOR pursuant to this section was wrongful or otherwise improper, such termination shall be deemed a termination for convenience and the provisions set forth herein shall apply.

If the COMPANY shall suspend all or part of the work for any reason, the COMPANY shall so notify the SUBCONTRACTOR in writing. The SUBCONTRACTOR shall comply with all work-related directions concerning the suspension or termination and shall resume the suspended work promptly after being notified by the COMPANY to do so.

If work under this Subcontract is suspended or terminated by the COMPANY without cause and while the Prime Contract continues without suspension or termination, the SUBCONTRACTOR will be compensated for work performed to date of suspension or termination including costs actually incurred. For these purposes, costs shall include actual costs for materials included in the work completed, supplies actually absorbed in the work completed, equipment rental costs incurred, actual labor cost to the date of termination, and demobilization costs. Anticipated profits shall be excluded from compensation.

If the COMPANY suspends all or part of the work hereunder or terminates this Subcontract without cause because of the suspension or termination of the Prime Contract, then the SUBCONTRACTOR will be compensated for work performed to the date of termination, including costs actually incurred. For these purposes, costs shall be limited to costs for materials actually included in the work completed, supplies actually absorbed in the work completed, equipment rental costs incurred and actual labor cost to the date of termination. Anticipated profits, mobilization costs and demobilization costs shall be excluded.

Upon termination of this Subcontract for any reason, unless otherwise directed by the COMPANY, SUBCONTRACTOR shall promptly deliver to the COMPANY all work completed or in process and all information and materials received from the COMPANY.

The COMPANY will be paid for work performed by the SUBCONTRACTOR hereunder pursuant to the terms of the Prime Contract. Payment to the COMPANY under the Prime Contract is a condition precedent to the obligation of the COMPANY to make payments to the SUBCONTRACTOR hereunder. To the extent the COMPANY does not receive payments under the Prime Contract for SUBCONTRACTOR'S work hereunder, the COMPANY has no obligation to make payments to the SUBCONTRACTOR. In no event shall COMPANY be required to make any claim against Owner for such additional compensation or damages in the event of termination before completion, and failure of COMPANY to prosecute any such claim against Owner shall not entitle SUBCONTRACTOR to any claim for additional compensation or damages against COMPANY.

26. Survival

Neither completion of the work hereunder nor termination of this Subcontract shall relieve SUBCONTRACTOR of any obligations hereunder that by their nature survive such completion or termination, including but not limited to payment, warranties, indemnity, confidentiality, audit and recordkeeping.

27. Governmental Compliance

Unless this Subcontract is exempted by law, SUBCONTRACTOR shall comply with Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam Era Veteran's Readjustment Assistance Act of 1974 including without limitation those provisions referenced and identified on COMPANY forms which are attached hereto and made a part hereof, and the rules and regulations issued pursuant to said Order and Acts, as amended. Upon execution of this Subcontract, SUBCONTRACTOR shall furnish to COMPANY upon request any additional certifications required under applicable law, including those applicable to work contracted between COMPANY and any agency, agent or prime contractor of the U.S. Government.

28. I-9 Compliance

A. Certification of Compliance

Upon execution of the Subcontract, SUBCONTRACTOR certifies that:

- 1) SUBCONTRACTOR's employees (hereinafter, "Employees") who will provide services at COMPANY's job site(s) were provided with a Form I-9 and Form I-9 instructions and document lists.
- 2) The Employees have completed Section 1 on Form I-9.
- 3) An authorized representative of SUBCONTRACTOR has reviewed the documents provided by the Employees evidencing identity and employment authorization in accordance with Form I-9 requirements. Based on this review, SUBCONTRACTOR verifies that Employees have each presented identity and employment authorization documentation that complies with Form I-9 requirements and that appears genuine on their face and relates to the individual who presented the document(s) to the authorized representative of SUBCONTRACTOR.
- 4) An authorized representative of SUBCONTRACTOR has properly completed Section 2 of each of the Employees' Form I-9.
- 5) All new Employees will be required to comply with Form I-9 requirements prior to working at COMPANY's job site(s).
- 6) SUBCONTRACTOR will not knowingly hire or re-hire any employee in violation of I-9 requirements at COMPANY's job site(s).
- 7) If SUBCONTRACTOR becomes aware of any Employee(s) at any of the COMPANY's job site(s) who are not in compliance with I-9 requirements, SUBCONTRACTOR agrees to discontinue the employment of the Employee(s) on the job site and promptly supply Employee(s) who are in compliance with I-9 requirements.

B. Additional Requirements

- 1) SUBCONTRACTOR will maintain an updated list of all Employees who have been certified to work at COMPANY's job site(s). No worker will be allowed on the job site(s) until the certification requirements have been satisfied.

- 2) SUBCONTRACTOR agrees to submit the updated list of Employees performing work at COMPANY's job site(s) to COMPANY and/or submit to third party audits of I-9 compliance documents to the degree such action is necessary in the judgment of COMPANY.
- 3) SUBCONTRACTOR will, if requested by COMPANY issue photo identification badges to Employees.
- 4) Copies of I-9's and supporting documentation for Employees will be maintained at the SUBCONTRACTOR's headquarters or place of employment along with an updated list of all Employees who have been certified to work.

29. Severability

The invalidity or unenforceability of any provision or portion of this Subcontract shall not affect the validity or enforceability of any other provision or portion of this Subcontract. COMPANY and SUBCONTRACTOR shall in good faith attempt to replace any invalid or unenforceable provisions of this Subcontract with provisions that are valid and enforceable and express the intention of the original provisions.

30. Headings

All paragraph headings herein are for convenience only and are not to be construed as limitations upon the scope of the particular paragraphs to which they refer.

31. Ethical Business Practices

- a. SUBCONTRACTOR, or any employee, agent, or representative of SUBCONTRACTOR, agrees that it shall not offer to any COMPANY employee, agent, or representative any cash, gift, entertainment, commission, or kickback for the purpose of securing favorable treatment with regard to award or performance of this Subcontract or any other contract. SUBCONTRACTOR may offer certain items or services only when such items or services (1) are related to common business practices (i.e., are not given for the purpose of securing award of, or favorable treatment relating to, a procurement) and (2) have nominal value (under \$30.00).
- b. SUBCONTRACTOR, or any employee, agent, or representative of SUBCONTRACTOR, agrees that it shall neither solicit nor accept any cash, gift, entertainment, commission, or kickback from a vendor, lower-tier Subcontractor, or any other person or entity for the purpose of securing favorable treatment with regard to award or performance of any lower-tier subcontract or contract issued in connection with the Subcontract.
- c. SUBCONTRACTOR, or any employee, agent, or representative of SUBCONTRACTOR, agrees that it shall not (1) employ the services of any COMPANY employee, his/her spouse, or other member of an employee's immediate family as a consultant, lower-tier Subcontractor, or otherwise, in connection with the performance of Services under the Subcontract, or (2) purchase any material or services required to perform the Subcontract from any entity owned or controlled (including a substantial financial interest) by any COMPANY employee, his/her spouse, or other member of an employee's immediate family.
- d. Violation of this section shall be considered cause for termination of the Subcontract for default in accordance with the Termination for Default section and forfeiture of any claim SUBCONTRACTOR may have against COMPANY.

32. Davis Bacon Act

Work issued under this Subcontract will be subject to the Davis Bacon Act (DBA) with appropriate Wage Determination identified. SUBCONTRACTOR will be responsible for ensuring compliance with the appropriate Wage Determination.

33. Performance Bonds

The Miller Act applies to substantial and segregable construction exceeding \$25,000 under this Subcontract. The Subcontractor shall furnish a performance bond with Environmental Quality Management, Inc. named as the obligee in amount of 50% of the amount of the substantial and segregable construction activity. Bonds shall be provided by the Subcontractor at the Task Order Level. **Required**

34. Payment Bonds

The Subcontractor shall furnish a payment bond at the task order level with Environmental Quality Management, Inc. named as the obligee for the performance of work under this Subcontract. The Subcontractor is further required to flow the payment bond requirement down to all Subcontractors whose contracts exceed \$50,000.00. **Required**

The penal sum of the payment bond shall equal -

- (a) 50% of the amount of the substantial and segregable construction activity if the construction activity is not more than \$1 million;
- (b) 40% of the amount of the substantial and segregable construction activity if the construction activity is more than \$1 million;
- (c) \$2 ½ million if the amount of substantial and segregable construction activity is more than \$5 million.

35. Minimum And Maximum Quantities

This is a Firm Fixed Unit Rate procurement for the supplies or services specified. Any quantities of supplies and services specified herein are estimates only. COMPANY does not guarantee any minimum or maximum quantity of work or services under this Subcontract.

36. Entire Agreement

This Subcontract is intended by the parties as the final, complete and exclusive expression of the terms and conditions of their agreement. No prior dealings between the parties and no usage of the trade shall be relevant to supplement this Subcontract, and this Subcontract shall supersede all other written and/or oral agreements between COMPANY and SUBCONTRACTOR.

IN WITNESS HEREOF, the parties have executed this Subcontract effective as of the aforementioned date:

SUBCONTRACTOR

**ENVIRONMENTAL QUALITY
MANAGEMENT, INC.**

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

(Name Printed)

(Name Printed)

(Title)

(Title)

(Date)

(Date)

ATTACHMENT 1

SCHEDULE OF PRICING

ATTACHMENT 2

ADDITIONAL GENERAL PROVISIONS

EQ 30261GFDP-001 - (3/11) - Services

(EPA CONTRACT NO. EP-R7-07-02) (PN 30261)

GENERAL PROVISIONS

(Flow-down Clauses Under EPA Contract No. EP-R7-07-02)

Where necessary to make the provisions of the clauses, incorporated herein in reference and in full text, applicable to this agreement, the terms "Government", "Contracting Officer", and the like shall be deemed to refer to COMPANY, and the term "Contractor" and the like shall be deemed to refer to SUBCONTRACTOR, provided that nothing herein shall be deemed to confer upon COMPANY any right of audit of SUBCONTRACTOR'S books or records, and provided further, that the term "Government" shall, where used in any clauses concerning patent rights, be deemed to refer only to the United States Government, except only such rights as may be necessarily conveyed to COMPANY in order to permit it to fulfill its obligations to the United States Government under Contract No. EP-R7-07-02.

Section/Clause		Page No.	Applicable to Purchase Order/ Subcontract As Noted (see FAR & EPAAR for specifics)
Section C - Description/Specifications/Work Statement			
C.4	Acquisition and Use of Environmentally Preferable Products and Services (EP-S 97-1) (May 1999)	5	All
C.5	Personnel Qualifications	5	If order is for services or construction
Section E - Inspection and Acceptance			
E.1	Inspection and Acceptance (EP 52.246-100) (Apr 1984)	6	If order is >\$100,000 and FFP supply
Section F - Deliveries or Performance			
F.1	Notice Listing Contract Clauses Incorporated by Reference	7	All
Referenced Clause(s) from Federal Acquisition Regulation (48 CFR Chapter 1)			
52.242-15	Stop Work Order (Aug 1989)	7	If order is for supplies, services, or R&D
Section H - Special Contract Requirements			
H.2	Display of EPA Office of Inspector General Hotline Poster (EPAAR 1552.203-71) (Aug 2000)	8	If order is >\$1,000,000
H.3	Printing (EPAAR 1552.208-70) (Oct 2000)	8	If order involves any printing/duplicating
H.4	Organizational Conflicts of Interest (EPAAR 1552.209-71) (May 1994) Alternate I (May 1994)	9	All
H.5	Notification of Conflicts of Interest Regarding Personnel (EPAAR 1552.209-73) (May 1994)	9	All, except for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services
H.6	Limitation of Future Contracting (ERRS) (EPAAR 1552.209-74) (Apr 2004) Alternate I (Apr 2004) Deviation	10	All, except for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services
H.8	Utilization of Rural Area Small Business Concerns (EP 52.219-110) (Apr 1990)	11	If order provides for additional subcontracting opportunities
H.9	Utilization of Historically Black Colleges and Universities (EP 52.219-115) (Jul 1991)	11	If order provides for additional subcontracting opportunities
H.10	Project Employee Confidentiality Agreement (EPAAR 1552.227-76) (May 1994) Alternate I (Jun 1994) Deviation	11	All
H.11	State and Local Taxes (EPAAR 1552.229-70) (Nov 1989)	12	All
H.12	Screening Business Information for Claims of Confidentiality (EPAAR 1552.235-70) (Apr 1984)	12	Applicable if order requires the collecting of information
H.13	Treatment of Confidential Business Information (EPAAR 1552.235-71) (Apr 1984)	13	Applicable if CBI is furnished
H.14	Access to Federal Insecticide, Fungicide, and Rodenticide Act Confidential Business Information (EPAAR 1552.235-73) (Apr 1996)	13	Applicable if CBI is furnished

Section/Clause		Page No.	Applicable to Purchase Order/ Subcontract As Noted (see FAR & EPAAR for specifics)
H.15	Treatment of Confidential Business Information (TSCA) (EPAAR 1552.235-76) (Apr 1996)	13	Applicable if CBI is furnished
H.16	Data Security for Federal Insecticide, Fungicide, and Rodenticide Act Confidential Business Information (EPAAR 1552.235-77) (Dec 1997)	14	Applicable if CBI is furnished
H.17	Data Security for Toxic Substances Control Act Confidential Business Information (EPAAR 1552.235-78) (Dec 1997)	14	Applicable if CBI is furnished
H.18	Release of Contractor Confidential Business Information (EPAAR 1552.235-79) (Apr 1996)	15	Applicable if CBI is furnished
H.25	Salvageable Products	16	All
H.29	Confidentiality of Information	16	All
H.33	Public Communication	16	All
H.34	Retention and Availability of Contractor Files	17	All
H.35	Testimony	17	All
H.36	Davis Bacon Act (DBA) & Service Contract Act (SCA) Application by Task Order	17	If order is >\$2,000 and for construction (DBA), OR if order is >\$2,500 and for services (SCA)
H.37	Schedule for Davis Bacon Act Wage Determinations	17	If order is >\$2,000 and for construction
H.39	Payment Bonds	18	If order is >\$50,000 and for construction
H.43	Drug Free Workforce	18	If applicable to particular site
H.44	Transboundary Efforts	18	If work is to be performed in Mexico or Canada
H.45	Background Checks	19	If applicable to particular site
Section I - Contract Clauses			
I.1	Notice Listing Contract Clauses Incorporated by Reference	21	All
Referenced Clause(s) from Federal Acquisition Regulation (48 CFR Chapter 1)			
Subpart 45.5	Management of Governmental Property in the Possession of Contractors	21	All, except N/A to FFP orders
52.202-1	Definitions (Jul 2004)	21	If order is >\$100,000
52.203-3	Gratuities (Apr 1984)	21	All
52.203-5	Covenant against Contingent Fees (Apr 1984)	21	If order is >\$100,000 N/A to commercial items
52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006)	21	If order is >\$100,000
52.203-6	Restrictions on Subcontractor Sales to the Government Alternate I (Oct 1995)	21	If order is >\$100,000
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)	21	If order is >\$100,000 N/A to commercial items
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Sep 2005)	21	If order is >\$100,000
52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)	21	If order is >\$100,000
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jan 2005)	21	If order is >\$30,000
52.215-2	Audit and Records--Negotiation (Jun 1999)	21	If order is >\$100,000 N/A to commercial items
52.215-10	Price Reduction for Defective Cost or Pricing Data (Oct 1997)	21	If order is >\$650,000
52.215-12	Subcontractor Cost or Pricing Data (Oct 1997)	21	If order is >\$650,000
52.215-14	Integrity of Unit Prices (Oct 1997)	21	If order is >\$100,000 N/A to construction or architect-engineer services, utility services, services where supplies are not required, commercial items, and petroleum products
52.215-15	Pension Adjustments and Asset Reversions (Oct 2004)	21	If applicable (see FAR 15.408g)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)	21	All
52.219-8	Utilization of Small Business Concerns (May 2004)	21	If order is >\$100,000
52.222-3	Convict Labor (Jun 2003)	21	If order is >\$3,000
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (Jul 2005)	21	If order is >\$100,000 and involves laborers and mechanics. N/A to commercial items

Section/Clause		Page No.	Applicable to Purchase Order/ Subcontract As Noted (see FAR & EPAAR for specifics)
52.222-6	Davis-Bacon Act (Feb 1995)	21	If order is >\$2,000 and for construction
52.222-7	Withholding of Funds (Feb 1988)	21	If order is >\$2,000 and for construction
52.222-8	Payrolls and Basic Records (Feb 1988)	21	If order is >\$2,000 and for construction
52.222-9	Apprentices and Trainees (Feb 1988)	21	If order is >\$2,000 and for construction
52.222-10	Compliance with Copeland Act Requirements (Feb 1988)	21	If order is >\$2,000 and for construction
52.222-11	Subcontracts (Labor Standards) (Feb 1988)	21	If order is >\$2,000 and for construction
52.222-12	Contract Termination--Debarment (Feb 1988)	21	If order is >\$2,000 and for construction
52.222-13	Compliance with Davis-Bacon and Related Act Regulations (Feb 1988)	21	If order is >\$2,000 and for construction
52.222-14	Disputes Concerning Labor Standards (Feb 1988)	21	If order is >\$2,000 and for construction
52.222-15	Certification of Eligibility (Feb 1988)	21	If order is >\$2,000 and for construction
52.222-26	Equal Opportunity (Apr 2002)	21	If order is >\$10,000
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)	21	If order is >\$25,000
52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)	21	All
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)	21	If order is >\$25,000
52.222-41	Service Contract Act of 1965, As Amended (May 1989)	21	If order is >\$2,500 and subject to the Act (see FAR 22.1006a)
52.222-43	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year & Option Contracts) (May 1989)	21	If order is >\$2,500 and for multiple years (see FAR 22.1006c)
52.223-6	Drug-Free Workplace (May 2001)	21	If order is >\$100,000
52.223-14	Toxic Chemical Release Reporting (Aug 2003)	21	If order is >\$100,000
52.225-13	Restrictions on Certain Foreign Purchases (Jul 2005)	22	All
52.227-1	Authorization and Consent (Jul 1995)	22	If order is >\$100,000
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)	22	If order is >\$100,000
52.227-14	Rights in Data – General (Jun 1987)	22	If applicable to data (see FAR 27.409a)
52.227-14	Rights in Data – General Alternate II (Jun 1987)	22	If applicable to data (see FAR 27.409c)
52.227-14	Rights in Data – General Alternate III (Jun 1987)	22	If applicable to data (see FAR 27.409d)
52.227-16	Additional Data Requirements (Jun 1987)	22	If applicable to data (see FAR 27.409h)
52.229-3	Federal, State, and Local Taxes (Apr 2003)	22	If order is FFP and >\$100,000
52.232-8	Discounts for Prompt Payment (Sep 2005)	22	If order is FFP supply or FFP services
52.232-17	Interest (Jun 1996)	22	If order is >\$100,000
52.232-23	Assignment of Claims (Jan 1986)	22	If order is >\$3,000
52.232-25	Prompt Payment (Oct 2003)	22	All, except N/A to commercial items
52.233-3	Protest after Award (Aug. 1996)	22	All
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	22	All
52.242-3	Penalties for Unallowable Costs (May 2001)	22	If order is >\$650,000 N/A to commercial items
52.242-13	Bankruptcy (Jul 1995)	22	If order is >\$100,000
52.243-3	Changes – Time-and-Materials or Labor-Hours (Sep 2000)	22	If order is T&M or Labor-Hour
52.246-24	Limitation of Liability – High Value Items (Feb. 1997) Alternate I (Apr 1984)	22	If order is >\$100,000
52.246-25	Limitation of Liability – Services (Feb 1997)	22	If order is >\$100,000 and for services
52.249-6	Termination (Cost-Reimbursement) (May 2004) -- Alternate IV (Sep 1996)	22	If order is T&M or Labor-Hour (e, j & n are deleted)
52.249-14	Excusable Delays (Apr 1984)	22	If order is a cost reimbursement or T&M type
52.253-1	Computer Generated Forms (Jan 1991)	22	All
I.2	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (FAR 52.203-8 (Jan 1997)	22	If order is >\$100,000 N/A to commercial items
I.3	Notification of Ownership Changes (FAR 52.215-19) (Oct 1997)	22	If applicable (see FAR 15.408k)
I.7	Prohibition of Segregated Facilities (FAR 52.222-21) (Feb 1999)	23	If order is >\$10,000
I.8	Statement of Equivalent Rates for Federal Hires (FAR 52.222-42) (May 1989)	23	If order is >\$2,500 and subject to SCA
I.9	Subcontracts (FAR 52.244-2) (Aug 1998) Alternate II (Jul 2005)	23	If order is a cost reimbursement type OR is >\$100,000 and FFP or T&M
I.10	Competition in Subcontracting (FAR 52.244-5) (Dec 1996)	25	If order is >\$100,000

<i>Section/Clause</i>		Page No.	Applicable to Purchase Order/ Subcontract As Noted <i>(see FAR & EPAAR for specifics)</i>
I.11	Subcontracts for Commercial Items (FAR 52.244-6) (Feb 2006)	25	All
I.12	Clauses Incorporated by Reference (FAR 52.252-2) (Feb 1998)	26	All
I.13	Authorized Deviations in Clauses (FAR 52.252-6) (Apr 1984)	26	All
I.14	Personal Identity Verification of Contractor Personnel (FAR 52.204-9) (Jan 2006)	26	If order requires routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. IF REQUIRED, it will be noted on Order
Attachment	Listing of U.S. Department of Labor SCA Wage Determinations	29	If order is >\$2,500 and subject to SCA

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled “Greening the Government through Waste Prevention, Recycling, and Federal Acquisition” and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA’s RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA’s Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

C.5 PERSONNEL QUALIFICATIONS

The contractor shall provide personnel with the desired qualifications and experience as stated in Attachment C (Personnel Qualifications) to perform the requirements of the statement of work.

Excerpt from Attachment C

NOTE: If equipment operators or truck drivers are to be provided, the following qualifications must be met by the contractor’s employees.

PERSONNEL QUALIFICATIONS

EQUIPMENT OPERATOR	Meets OSHA/DOT minimum training requirements to operate heavy equipment, such as backhoes, cranes, and drum grapplers. Trained for work in all levels of personal protective gear. Operators shall be proficient and have proof of experience. Must meet the requirements of 29 CFR 1910.120.
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Experience 2 years

TRUCK DRIVER	Must have all the applicable state and Federal Department of Transportation motor vehicle operator’s licenses. Operates trucks used to transport temporary structures, equipment, materials, and supplies, as well as hazardous waste onto and off of a response site. Must have a valid commercial drivers license.
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Experience 1 year

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

U.S. Environmental Protection Agency
1200 6th Avenue
Seattle, Washington 98101

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.2 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.3 PRINTING (EPAAR 1552.208-70) (OCT 2000)

(a) *Definitions.*

“Printing” is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals, which are prohibited under EPA contracts.

“Composition” applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

“Camera copy” (or “camera-ready copy”) is a final document suitable for printing/duplication.

“Desktop Publishing” is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered “printing.” However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered printing”.

“Microform” is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

“Duplication” means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

“Requirement” means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

(b) *Prohibition.*

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10 $\frac{3}{4}$ by 14 $\frac{1}{4}$ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the

contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow "incidental" duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(e) Violations.

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.4 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994) ALTERNATE I (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.5 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a

relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.6 LIMITATION OF FUTURE CONTRACTING (ERRS) (EPAAR 1552.209-74) (APR 2004) ALTERNATE I (APR 2004) DEVIATION

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the delivery order or tasking document and for a period of five (5) years after the completion of the delivery order or tasking document, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) any work relating to CERCLA activities which pertain to a site where the Contractor previously performed work for EPA under this contract; or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.

(d) During the life of this contract, including any options, the Contractor agrees that unless otherwise authorized by the Contracting Officer:

(1) It will not provide any Superfund Technical Assistance and Removal Team (START) type activities (e.g., START contracts) to EPA within the Contractor's ERRS assigned geographical area(s), either as a prime contractor, subcontractor, or consultant.

(2) It will not provide any START type activities (e.g., START contracts) to EPA as a prime contractor, subcontractor or consultant at a site where it has performed or plans to perform ERRS work.

(3) It will be ineligible for award of START type activities contracts for sites within its respective ERRS assigned geographical area(s) which result from a CERCLA administrative order, a CERCLA or RCRA consent decree or a court order.

(e) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract under an EPA contract, which supports EPA's performance of Superfund Headquarters policy work, including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to, Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.

(f) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(g) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(h) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (h), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(i) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(j) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.8 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.9 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.10 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such

disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.11 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.12 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.13 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.14 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

H.15 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996)

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.16 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.17 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

H.18 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers ("Potentially Responsible Parties") for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under their respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To the Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to, accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.25 SALVAGEABLE PRODUCTS

Salvageable products, and the proceeds derived from them may become the property of the Government. If materials recovered from cleanup and containment operations are salvageable, the Government may elect to have the contractor make arrangements for transport of such recovered materials to an appropriate facility or directly to a commercial salvage company. If the government elects to deliver recovered materials to a commercial salvage company, the contractor shall obtain receipts for payment and these payments shall be applied as a credit to the task order. If the balance of allowable contract costs is less than the credit for recovered materials, the contractor shall reimburse the Government for the difference.

H.29 CONFIDENTIALITY OF INFORMATION

Any data that is generated or obtained during contract performance shall be considered confidential and shall not be disclosed to anyone other than Environmental Protection Agency employees or to the Department of Justice without the prior written approval of the on-scene coordinator or contracting officer. Nor shall any such data be used for any other purpose except in connection with this contract. Any data generated or obtained during contract performance shall be delivered to the Government at the request of the contracting officer.

H.33 PUBLIC COMMUNICATION

The contractor shall, when communicating with outside parties, take all necessary steps to ensure that it is understood by said parties that the contractor is working for EPA as a contractor.

H.34 RETENTION AND AVAILABILITY OF CONTRACTOR FILES

A. This contract contains the Federal Acquisition Regulation clause 52.215-2, "Audit and Records - Negotiation", wherein the contractor is required to maintain and make available to the contracting officer or representative of the contracting officer (in accordance with FAR Subpart 4.7), "Contractor Records Retention" at its office at all reasonable times the books, records, documents, and other evidence relating to this contract including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract. Such files shall be made available for examination, audit or reproduction.

B. The contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the contractor's cost and performance records may become an integral part of the Government's case.

C. Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the contractor shall make available to the Government and only to the Government the records described in A and B above in the "Audit and Records - Negotiation" clause for a period of 10 years after final payment under the contract. (See FAR 4.703 (b)(1)).

D. In addition, the contractor shall make available to the Government and only to the Government the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e. cost recovery) until such appeals, litigation or claims are disposed of.

E. The contractor shall not destroy original records relating to the contract until (1) all litigation involving the records has been finally settled and approval is obtained from the contracting officer or (2) ten years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the contracting officer is obtained. In no event should individual records be destroyed if litigation is in process or is pending related to such records.

F. From time to time, the Government may, in support of litigation cases, have the need for the contractor to research and make available such records in a form and manner not normally maintained by the contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required during contract performance, a negotiated supplemental agreement will be issued under the contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the contractor.

G. The final invoice (completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance, will represent the final claim under the contract.

H.35 TESTIMONY

From time to time, the Government may have the need for expert and non-expert testimony and the preparation of affidavits and depositions during enforcement proceedings for a given site where the contractor provided services. Such effort, if performed by the contractor, shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to what actions the contractor took at a site. Preparation of affidavits and depositions may be required. If this effort is required during contract performance, a negotiated supplemental agreement will be issued under the contract. In the event such services are required after performance of this contract, a separate negotiated procurement action may be instituted with the contractor.

H.36 DAVIS BACON ACT (DBA) AND SERVICE CONTRACT ACT (SCA) APPLICATION BY TASK ORDER

Each task order issued under this contract will be subject to either DBA or SCA prevailing wage rates or both as determined by the Secretary of Labor. The contractor shall segregate by task order those options of the effort specifically related to DBA and SCA. The on-scene coordinator together with the contractor shall determine which labor provisions apply. The contracting

officer will ensure compliance with the appropriate wage determination. Should there be a question or dispute relating to which segment of the work falls within DBA versus SCA wage classifications, the contracting officer will make the final decision.

H.37 SCHEDULE FOR DAVIS BACON ACT WAGE DETERMINATIONS

In compliance with DBA regulations, the contracting officer has designated the use of "Residential, Building, Heavy and/or Highway Wage Determinations Schedules" as the appropriate construction type schedules for use when applying DBA wages to labor classifications/categories under this contract. Any deviations from the use of these schedules or need for the issuance of an additional classification/category shall require prior contracting officer's approval in accordance with FAR 52.222.6 "Davis Bacon Act" including applicable wage determinations for regional crossovers.

H.39 PAYMENT BONDS

The contractor shall furnish payment bonds at the task order level with the United States named as the obligee for the performance of work under this contract. The prime contractor is further required to flow the payment bond requirement down to all subcontractors whose contracts exceed \$50,000.00.

The penal sum of the payment bond shall equal—

- (a) 50% of the amount of the substantial and segregable construction activity if the construction activity is not more than \$1 million;
- (b) 40% of the amount of the substantial and segregable construction activity if the construction activity is more than \$1 million;
- (c) \$2 ½ million if the amount of substantial and segregable construction activity is more than \$5 million.

H.43 DRUG FREE WORKFORCE

(a) Definitions. As used in this clause, the terms "controlled substance," "employee," and "directly engaged" are as defined in FAR 23.503.

(b) (1) In addition to the requirements of FAR Subpart 23.5 entitled "Drug-Free Workplace," the Contractor shall test **employees** for the use of marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP), and any other controlled substances as directed by the Contracting Officer. **With respect to those employees who have been previously tested for the specified controlled substances, only those employees who have been tested within 90 calendar days prior to being directly engaged in the clean-up and/or related activities and whose test results were negative for the presence of the specified controlled substances shall be permitted to be directly engaged in the clean-up and/or related activities.**

(2) **The Contractor shall test all employees who will be directly engaged in the performance of clean-up and/or related activities and results are to be received by the Contractor within seven calendar days of the test.** Employees who refuse to take the test will be prohibited from performing any clean-up and/or related activities under this contract. Employees who take and fail the test will be prohibited from performing any clean-up and/or related activities under the contract.

Employees **to be** assigned in the future to **perform clean-up and/or related activities** must test negative for the presence of **the specified** controlled substances **prior to being assigned by the Contractor to perform such work.**

(3) The Contractor's **testing** program shall conform to the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" published by the Department of Health and Human Services (59 FR 29908, June 9, 1994) and the procedures in 49 CFR Part 40, "Procedures for Transportation Drug Testing Programs." References to "DOT" shall be read as "EPA" and the split sample method of collection shall be used. The Contractor's program shall prohibit any **employee** from working **on the site or perform any clean-up or related activity if the employee** is determined under the Contractor's program to have used, in violation of applicable law or Federal regulation, alcohol or a controlled substance.

(4) The use of a controlled substance in accordance with the terms of a valid prescription or other uses authorized by law shall not be subject to the requirements of this clause.

(c) The Contractor shall ensure that no employee directly engaged in clean-up and/or related activities is intoxicated or impaired.

(d) The Contractor shall insert a clause **substantially the same as this clause**, including this paragraph (d), in all subcontracts in which work is to be performed at or related to (Fill In Name of Site)."

H.44 TRANSBOUNDARY EFFORTS

The contractor may be tasked with emergency response activities in Mexico to the extent authorized by and consistent with, the United States-Mexico Agreement on Cooperation for the Protection and Improvement of the Environment in the Border Area (the “La Paz Agreement”), and the United States-Mexico Joint Contingency Plan negotiated pursuant to Annex II of the La Paz Agreement. The contractor may be tasked with emergency response activities in Canada to the extent authorized and consistent with, the Memorandum of Understanding between EPA and Canada’s Department of the Environment and the Joint Contingency Plans attached thereto. The contractor is advised that it may be subject to applicable foreign law while performing emergency response work in Mexico and Canada and the contractor is responsible for ensuring that it complies with all relevant Mexican or Canadian requirements that are necessary to perform work in those countries.

H.45 BACKGROUND CHECKS

LEVELS OF PERSONAL BACKGROUND CHECKS AND DRUG SCREENING

The contractor shall provide qualified personnel that meet the background check and drug screening requirements established below. The EPA has established 2 levels of criteria. Level 1 contains background check criteria that applies to all contractor employees working at a response site. Level 2 contains background check criteria and drug screening requirements that apply to all contract employees working at sites that are designated by EPA as “Sensitive Sites.” Examples of such sites include those that involve law enforcement activities, apparent or suspected terrorist activities, any indoor cleanups (including private residences), drug lab cleanups, and response actions at geographically sensitive locations such as military installations and government buildings. The Contracting Officer or On-Scene Coordinator will notify the Contractor whenever EPA designates a response site as a sensitive site. The designation will be provided to the Contractor in the task order or verbally, as the situation warrants. If a background check has been performed within one (1) year prior to the requirement for the background check, the contractor need not conduct another background check.

A. LEVEL 1 – EPA Background Check Criteria:

- Can be a non U.S. citizen with a valid visa,
- No convictions for crimes involving issues of National Security. A “national security crime” is defined as any criminal activity involving espionage or foreign aggression against the United States, intelligence or counter intelligence activities, including development of defense plans or policies, concerned with undermining or overthrowing the government of the United States and unlawful handling or disclosure of classified information.
- No weapons offense in the last five (5) years,
- No felony conviction in the last three (3) years,
- Not a fugitive from justice,
- Not listed in the Excluded Parties Listing System (EPLS). EPLS is a web-based database that identifies parties excluded throughout the U.S. Government from receiving federal contracts or subcontracts. The EPLS is available at: <http://epls.gov>

B. LEVEL 2 – EPA Background Check Criteria for Sensitive Sites:

- Must be a U.S. citizen,
- No convictions for crimes involving issues of National Security. A “national security crime” is defined as any criminal activity involving espionage or foreign aggression against the United States, intelligence or counter intelligence activities, including development of defense plans or policies, concerned with undermining or overthrowing the government of the United States and unlawful handling or disclosure of classified information.
- No weapons offense in the last ten (10) years,
- No felony conviction in the last seven (7) years,
- No misdemeanor conviction in the last five (5) years,
- No convictions for three (3) separate offenses in the last ten (10) years (excluding traffic offenses),
- Not a fugitive from justice,
- Not listed in the Excluded Parties Listing System (EPLS). EPLS is a web-based database that identifies parties excluded throughout the U.S. Government from receiving federal contracts or subcontracts. The EPLS is available at: <http://epls.gov>

C. Drug Screening at Sensitive Sites:

- Contractor employees working at designated “Sensitive Sites” must pass, within the previous 90 calendar days, a drug test for the presence of marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP) in conformance with the Mandatory Guidelines for Federal Workplace Drug Testing Programs first published by the Department of Health and Human Services in the Federal Register on April 11, 1988 (53 FR 11979), and revised on June 9, 1994 (59 FR 29908), on November 13, 1998 (63 FR 63483), and on April 13, 2004 (69 FR 196440); and Procedures for Transportation Drug Testing Programs, 49 CFR Part 40. References to “DOT” shall read, as “EPA” and the split sample method of collection shall be used.

The requirements in Level 1 or 2 may be waived by the Contracting Officers, on a case-by-case basis, at a specific location, or for a specific individual. If the results of an employee’s background check or drug screening do not meet the criteria in either Level 1 or 2, as required, the Contractor may apply for a waiver. To initiate the waiver process, the contractor must submit, in writing, the background report or drug test on the employee and an explanation of the need for the employee for approval by the Agency before the employee performs contract services for EPA. The Contracting Officer will notify the contractor of the Agency decision within five (5) days of receipt of the contractor’s request for a waiver. The contractor shall submit its request to:

U.S. Environmental Protection Agency
Director, Superfund/RCRA Regional Procurement Operations Division
Mail Code 3805R
1200 Pennsylvania Avenue, NW
Washington, DC 20460

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
<i>Subpart 45.5</i>		MANAGEMENT OF GOVERNMENT PROPERTY IN THE POSSESSION OF CONTRACTORS <i>(Subcontractors/vendors are required to comply with the provisions of this subpart in regards to government property.)</i>
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE
GOVERNMENT		
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE
GOVERNMENT		
		ALTERNATE I (OCT 1995)
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JAN 2005	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	OCT 2004	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT- OVERTIME COMPENSATION
52.222-6	FEB 1995	DAVIS-BACON ACT
52.222-7	FEB 1988	WITHHOLDING OF FUNDS
52.222-8	FEB 1988	PAYROLL AND BASIC RECORDS
52.222-9	FEB 1988	APPRENTICES AND TRAINEES
52.222-10	FEB 1988	COMPLIANCE WITH COPELAND ACT REQUIREMENTS
52.222-11	FEB 1988	SUBCONTRACTS (LABOR STANDARDS)
52.222-12	FEB 1988	CONTRACT TERMINATION – DEBARMENT
52.222-13	FEB 1988	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS
52.222-14	FEB 1988	DISPUTES CONCERNING LABOR STANDARDS
52.222-15	FEB 1988	CERTIFICATION OF ELIGIBILITY
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS,

		VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUL 2005	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-8	SEP 2005	DISCOUNTS FOR PROMPT PAYMENT
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-3	SEP 2000	CHANGES—TIME-AND-MATERIALS OR LABOR-HOURS
52.246-24	FEB 1997	LIMITATION OF LIABILITY-HIGH VALUE ITEMS ALTERNATE I (APR 1984)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996) ---- (e, j, & n are deleted)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.7 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between sexes.

(b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in the contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

I.8 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage- Fringe Benefits
Laborer	\$12.93
Heavy Equipment Operator	\$23.50

Truck Driver - Medium	\$20.05
Accounting Clerk IV	\$13.58

I.9 SUBCONTRACTS (FAR 52.244-2) (AUG 1998) ALTERNATE II (JUL 2005)

(a) *Definitions.* As used in this clause--

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

NONE

(f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor’s current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (d) or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

NONE

I.10 COMPETITION IN SUBCONTRACTING (FAR 52.222-42) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

I.11 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (FEB 2006)

(a) *Definitions.* As used in this clause --

“Commercial item” has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). (Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.12 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arinet.gov/far/>

I.13 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

I.14 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (JAN 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

Background: Homeland Security Presidential Directive 12 (HSPD-12), signed on August 27, 2004, requires a Government-wide, common identification standard for all Federal and contractor employees requiring physical access to Federally controlled facilities and/or logical access to Federally controlled information systems. The goals of HSPD-12 are to enhance safety and security, increase Government efficiency, reduce identity fraud, and protect personal privacy.

HSPD-12 requires that the common identification be: (a) issued based on sound criteria for verifying an individual employee's identity; (b) strongly resistant to identity fraud, tampering, counterfeiting, and terrorist exploitation; (c) rapidly authenticated electronically; and (d) issued by providers whose reliability has been established by an official accreditation process.

HSPD-12 and its common identification standard require personal identity verification (PIV), background investigations, and suitability determinations for all affected contractor and subcontractor personnel. In accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel, contractors and subcontractors must comply with EPA's master plan for implementing HSPD-12.

a) Contractor Requirements for Personal Identity Verification of Contractor Personnel (including subcontractors)

Contractor Employees Requiring Access to EPA facilities or EPA Information Systems for at Least 24 Hours a Week for at Least 6 Months: All individual contractor employees whose work under the contract requires on-site access to an EPA controlled facility or logical access to an EPA information system for at least 24 hours a week for at least 6 months a year, will be required to undergo a background investigation in order to receive an EPA Personnel Access and Security System (EPASS) badge.

To begin the PIV process, the contractor should submit to the Contracting Officer Representative (COR) within ten (10) days of contract award or contract modification with this Attachment to Work Statement "Agency Personal Verification Procedures for Contractor Personnel," the following information in electronic format via secure means using the HSPD-12 Contractor Template found at <http://epa.gov/oam/>. The template was developed to assist in the transmission of the required contractor employee information in a uniform format. The template also contains drop down menus when entering data in various data cells. Specifically, the 8 data elements, Employee Type, Program Office, Work City and State, Birth State, Birth Country, Citizenship, Previous Investigation and Investigative Agency, contain drop down menus.

- Contract number;
- Contract expiration date;
- Name, address, and phone number of the Contractor Program Manager point of contact;
- Name, date of birth, place of birth (city, state, country), and Social Security Number for all contractor employees identified above. (NOTE: This information must be protected at all times, including during transmission, according to the requirements of the Privacy Act of 1974; see <http://www.epa.gov/privacy/>);
- Employee Type, Position, Email address, Program Office, Work City and State,
- An indication of which contractor employees are foreign nationals;
- Name of each contractor employee claiming to have a previous, favorably adjudicated Federal background investigation on record, and the name of the Federal Agency that required the investigation, and the completion date.

The contract-level COR will upload this information to the Office of Administrative Services Information System (OASIS) personnel security database.

After submission of the preliminary information, the contractor will be notified by the contract-level COR or PSB when to begin providing all information on Standard Form (SF) 85P, Questionnaire for Public Trust Positions, and submit the form electronically to PSB via the Office of Personnel Management's (OPM's) Electronic Questionnaires for Investigations Processing (e-QIP) system. Instructions for using e-QIP, filling out, and submitting the SF 85P on-line, can be found at <http://www.opm.gov/e-qip/reference.asp>. As part of the investigative and EPASS badging processes, contractor employees must be fingerprinted, photographed and provide two forms of identification, at a time and location specified by the COR. These fingerprints will be sent to the Federal Bureau of Investigation (FBI) for processing.

Contractor employees with a favorably adjudicated Federal background investigation at the National Agency Check and Inquiries (NACI) level or above, completed within the past 5 years and verified by EPA, do not require an additional investigation unless one is requested by the Contracting Officer (CO) or Contract-level Contracting Officer Representative (COR). These employees must still be fingerprinted at a time and location specified by the COR.

In order to prevent any interruption of contractor services pending the completion of the OPM background investigation, the Office of Administrative Services (OAS) Security Management Division (SMD) has procedures in place to issue temporary or provisional badges.

When reporting in person, as directed by the contract-level COR, contractor employees must provide two forms of original identity source documents from the lists on Form I-9, OMB No.1615-0047, Employment Eligibility Verification (available at <http://www.uscis.gov/graphics/formsfee/forms/files/i-9.pdf>). At least one document shall be a valid State or Federal Government-issued picture identification.

Contractor Employees Requiring EPA Access for Less than 24 Hours a Week for 6 Months: These contractor employees may be subject to the above requirements, and may have limited and controlled access to facilities and information systems.

Foreign National Contractor Employees: To be eligible to work on-site at an EPA controlled facility or to access EPA information systems, a foreign national contractor employee must have been admitted to the U.S. on an Immigrant Visa or a Non-Immigrant Work Authorization Visa. Foreign nationals requiring access to an EPA controlled facility or EPA information system for at least 24 hours a week for at least 6 months a year must meet the above requirements for an EPASS badge, and in addition:

- In the “Continuation Space” on the SF 85P, provide the visa number, issuance location, and issuance date for the visa used for entry to the U.S;
- When presenting two identification source documents, as described above, provide at least one from List A on Form 1-9.

When determining a foreign national contractor employee’s eligibility for an EPASS badge, EPA will consider the type of visa presented (immigrant vs. non-immigrant) and the reciprocity agreement between the U.S. and the individual’s country of origin. These considerations are in addition to the “red flag” issues listed below.

Screening of the SF 85P: Information contained on the SF 85P may demonstrate that a contractor employee is not suitable to be given access to EPA facilities or information systems. PSB will screen information entered on the SF 85P prior to OPM initiating the background investigation. For individuals with admitted, derogatory information, issuance of an EPASS badge may be delayed pending further EPA review. Contractors are responsible for providing qualified personnel in accordance with requirements stated elsewhere in this contract. Contractors will only be notified by the COR if any contractor employee is found unsuitable to perform as a result of a background investigation, and must be immediately replaced by the contractor. The following are possible "red flags":

- Employment - Having been fired from a previous job, or having left under unfavorable circumstances within the past 7 years (Question 12 on the SF 85P);
- Selective Service - Failure to register with the Selective Service System; this applies to male applicants born after December 31, 1959 (Question 17 on the SF 85P);
- Police Records - Within the past 7 years, any arrest, charge, or conviction that has been upheld for violent or dangerous behavior or a pattern of arrests that demonstrates disregard for the law (Question 20 on the SF 85P);
- Illegal Drugs - Illegal use within the previous year, or drug manufacture or other involvement for profit within the past 7 years (Question 21 on the SF 85P).

b) Returning Badges

The contractor is responsible for ensuring that all badges are returned to the COR at the conclusion of the contract or when contractor on-site services are no longer required, or when an individual contractor employee leaves.

c) Subcontracts

These requirements must be incorporated into all subcontracts wherein employees’ work under the subcontract requires physical access to an EPA controlled facility or logical access to an EPA information system for 6 months or longer.

d) Appeals

Contractors have the right to appeal, in writing to the COR, a determination to deny or revoke a badge. If the COR believes an appeal is justified, he/she will forward it to:

U.S. Environmental Protection Agency
Personnel Security Branch (Mail Code 3206M)
1200 Pennsylvania Avenue, NW
Washington, DC 20460

PSB’s decision on behalf of the Agency will be final and not subject to further appeal.

e) Definitions

- “EPA Information System” means an information system [44 U.S.C. 3502(8)] used or operated by EPA, or a contractor of EPA or other organization on behalf of the Agency.
- “EPA Controlled Facilities” means:
 - EPA or Federally-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, all or any portion of which are under the jurisdiction, custody or control of the Agency;
 - EPA or Federally controlled commercial space shared with non-government tenants. For example, if a department or agency leased the 10th floor of a commercial building, the Directive applies to the 10th floor only;
 - Government-owned contractor-operated facilities, including laboratories;
 - The term does not apply to educational institutions that conduct activities on behalf of departments or the agency or at which Federal Employees are hosted unless specifically designated as such by the sponsoring department or agency.
- “Foreign National” means an individual who is not a United States citizen.

**U.S. DEPARTMENT OF LABOR SCA WAGE DETERMINATIONS
BY STATE AND COUNTY**

- *Lists the required minimum hourly rates and fringe benefits for those occupations covered by the Service Contract Act (FAR 52.222-41)* •

AWARD TERM IV

NATIONWIDE

No. 1996-0223, Rev. No. 28, dated 11/24/2010	(continental U.S. and Hawaii)
No. 1996-0221, Rev. No. 25, dated 06/15/2010	(continental U.S., Hawaii, Alaska, and American Samoa)

Alaska

No. 2005-2017, Revision 13, dated 06/15/2010	(Statewide)
No. 2005-2018, Revision 14, dated 06/15/2010	(Statewide)

Idaho

No. 2005-2159, Revision 11, dated 07/30/2010	(Statewide)
No. 2005-2160, Revision 12, dated 07/30/2010	(Statewide)

Oregon

No. 2005-2439, Revision 11, dated 10/08/2010	(Counties of Benton, Coos, Crook, Curry, Deschutes, Douglas, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn)
No. 2005-2440, Revision 12, dated 10/08/2010	(Counties of Benton, Coos, Crook, Curry, Deschutes, Douglas, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn)
No. 2005-2441, Revision 10, dated 07/16/2010	(Counties of Clackamas, Clatsop, Columbia, Gilliam, Hood River, Marion, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Yamhill)
No. 2005-2442, Revision 11, dated 07/16/2010	(Counties of Clackamas, Clatsop, Columbia, Gilliam, Hood River, Marion, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Yamhill)
No. 2005-2569, Revision 12, dated 09/09/2010	(Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler)

Washington

No. 2005-2441, Revision 10, dated 07/16/2010	(Counties of Clark, Cowlitz, Klickitat, Pacific, Skamania, Wahkiakum)
No. 2005-2442, Revision 11, dated 07/16/2010	(Counties of Clark, Cowlitz, Klickitat, Pacific, Skamania, Wahkiakum)
No. 2005-2559, Revision 13, dated 08/17/2010	(Counties of Clallam, Grays Harbor, Jefferson, Kitsap, Mason)
No. 2005-2561, Revision 15, dated 08/17/2010	(Counties of Island, San Juan, Skagit)
No. 2005-2563, Revision 12, dated 08/17/2010	(Counties of King, Snohomish, Whatcom)
No. 2005-2565, Revision 10, dated 09/29/2010	(Counties of Adams, Asotin, Chelan, Columbia, Douglas, Ferry, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Whitman)
No. 2005-2567, Revision 14, dated 08/17/2010	(Counties of Lewis, Pierce, Thurston)
No. 2005-2569, Revision 12, dated 09/09/2010	(Counties of Benton, Franklin, Walla Walla, Yakima)

NOTE: Copies of any of these SCA Wage Determinations are available upon request or can be obtained from the following website:

<http://www.wdol.gov/>

ATTACHMENT 3

ADDITIONAL GENERAL PROVISIONS

EQ 30261GFDP-002 - (2/07) - Commercial Items

(EPA CONTRACT NO. EP-R7-07-02) (PN 30261)

ADDITIONAL GENERAL PROVISIONS

(Flow-down Clauses Under EPA Contract No. EP-R7-07-02)

Where necessary to make the provisions of the clauses, incorporated herein in reference and in full text, applicable to this agreement, the terms "Government", "Contracting Officer", and the like shall be deemed to refer to PURCHASER, and the term "Contractor" and the like shall be deemed to refer to SELLER, provided that nothing herein shall be deemed to confer upon PURCHASER any right of audit of SELLER'S books or records, and provided further, that the term "Government" shall, where used in any clauses concerning patent rights, be deemed to refer only to the United States Government, except only such rights as may be necessarily conveyed to PURCHASER in order to permit it to fulfill its obligations to the United States Government under Contract No. EP-R7-07-02.

I. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2006)

(a) *Definitions.* As used in this clause --

“Commercial item” has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). (Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

II. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES BY REFERENCE

- 52.212-4(1) (PARAGRAPH 1) - TERMINATION FOR CONVENIENCE *(This clause will be implemented only in the event PURCHASER is terminated, for any reason, under the terms of the prime contract.)*
- 52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
- 52.222-26 EQUAL OPPORTUNITY (APR 2002)
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS,
VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
(DEC 2001)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- 52.222.39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF
UNION DUES OR FEES (DEC 2004)
- 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL
VESSELS
(FEB 2006)
- 52.242-15 STOP WORK ORDER (AUG 1989) *(PURCHASER reserves the right to direct SELLER to stop work in accordance with the provisions of this clause. This may be exercised at the sole discretion of the PURCHASER. Rights of the SELLER shall be as specified in the clause.)*

ATTACHMENT 4

DAVIS BACON ACT WAGE DETERMINATION

(EPA CONTRACT NO. EP-R7-07-02) (PN 30261)

General Decision Number: ID120015 03/02/2012 ID15

Superseded General Decision Number: ID20100015

State: Idaho

Construction Type: Highway

Counties: Adams, Bear Lake, Benewah, Bingham, Blaine, Bonner, Bonneville, Boundary, Butte, Camas, Caribou, Cassia, Clark, Clearwater, Custer, Elmore, Fremont, Gooding, Idaho, Jefferson, Jerome, Kootenai, Latah, Lemhi, Lewis, Lincoln, Madison, Minidoka, Nez Perce, Oneida, Payette, Shoshone, Teton, Twin Falls, Valley and Washington Counties in Idaho.

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	02/03/2012
3	02/10/2012
4	02/24/2012
5	03/02/2012

CARP0001-011 06/01/2011

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NORHT OF THE 46TH PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 26.06	11.84
ZONE PAY:		
ZONE 1	0-40 MILES	FREE
ZONE 2	41-65 MILES	\$2.25/PER HOUR
ZONE 3	66-100 MILES	\$3.25/PER HOUR
ZONE 4	OVER 100 MILES	\$4.75/PER HOUR

DISPATCH POINTS:

PASCO (515 N. Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

MOSCOW (302 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARP0808-007 01/01/2011

ADAMS, BEAR LAKE, BINGHAN, BUTTE, BONNEVILLE, CAMAS, CARIBOU, CASSIA, CLARK, CUSTER, ELMORE, FRANKLIN, FREMONT, GOODING, IDAHO (SOUTH OF THE 46TH PARALLEL), JEFFERSON, JEROME, LEMHI, LINCOLN, MADISON, MINIDOKA, ONEIDA, PAYETTE, TETON, TWIN FALLS, VALLEY AND WASHINGTON COUNTIES.

	Rates	Fringes
CARPENTER.....	\$ 26.57	10.24

ZONE PAY:

ZONE 1 0-30 MILES: FREE
ZONE 2 MORE THAN 30-60 MILES: \$2.00/PER HOUR
ZONE 3 MORE THAN 60 MILES: \$3.00/PER HOUR

If a project is located in more than one zone the lower zone rate shall apply

ZONES SHALL BE MEASURED FROM THE THE FOLLOWING U.S. POST OFFICES:

BOISE: 304 N. 8TH STREET
TWIN FALLS: 253 2ND AVE. WEST
POCATELLO: CLARK STREET
IDAHO FALLS: 875 NORTH CAPITAL AVE.

ELEC0073-007 08/22/2011

IDAHO (SOUTH OF THE 46TH PARALLEL) COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 31.48	14.84
ELECTRICIAN.....	\$ 28.62	14.84

ELEC0073-008 08/22/2011

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO(NORTH OF THE 46TH PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE COUNTIES

	Rates	Fringes
--	-------	---------

Cable Splicer.....	\$ 31.48	14.84
ELECTRICIAN.....	\$ 28.62	14.84

ELEC0291-009 01/01/2012

ADAMS, ELMORE, PAYETTE, VALLEY AND WASHINGTON COUNTIES

	Rates	Fringes
Cable Splicer		
Adams, Valley and		
Washington Counties.....	\$ 29.92	5%+10.76
Elmore and Payette Counties..	\$ 29.92	5%+10.76
ELECTRICIAN		
Adams, Valley and		
Washington Counties.....	\$ 27.20	5%+10.67
Elmore and Payette Counties..	\$ 27.20	5%+10.76

* ELEC0449-002 03/01/2012

BLAINE, CAMAS, CASSIA, GOODING, JEROME, LINCOLN, MINIDOKA AND
TWIN FALLS COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 23.00	10.67

* ELEC0449-006 03/01/2012

BLAINE, CAMAS, CASSIA, GOODING, JEROME, LINCOLN, MINIDOKA AND
TWIN FALLS COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 23.00	10.67

ELEC0449-008 09/01/2011

BEAR LAKE, BINGHAM, BONNEVILLE, BUTTE, CARIBOU, CLARK, CUSTER,
FRANKLIN, FREMONT, JEFFERSON, LEMHI, MADISON, ONEIDA AND TETON
COUNTIES

	Rates	Fringes
ELECTRICIAN		
Bannock, Bingham,		
Bonneville, Butte, Clark,		
Jefferson, Madison, and		
Power Counties in Idaho.....	\$ 26.80	11.97
Fremont and Teton Counties..	\$ 24.58	9.60

ENGI0370-001 01/01/2011

ADAMS, BEAR LAKE, BINGHAM, BLAINE, BONNEVILLE, BUTTE, CAMAS,
CARIBOU, CASSIA, CLARK, CUSTER, ELMORE, FREMONT, GOODING, IDAHO
(SOUTH OF THE 46TH PARALLEL), JEFFERSON, JEROME, LEMHI,
LINCOLN, MADISON, MINIDOKA, ONEIDA, PAYETTE, TETON, TWIN FALLS,
VALLEY AND WASHINGTON COUNTIES

AREA 2:(Anyone working on HAZMAT jobs working with supplied air
shall receive \$1.00 per hour above classification)

THERE IS A HAZMAT CLASSIFICATION INCLUDED IN EACH GROUP

POWER EQUIPMENT OPERATORS:

ZONE 1:

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 25.36	10.00
GROUP 2.....	\$ 25.52	10.00
GROUP 3.....	\$ 25.89	10.00
GROUP 4.....	\$ 26.20	10.00
GROUP 5.....	\$ 26.37	10.00
GROUP 6.....	\$ 26.54	10.00
GROUP 7.....	\$ 26.91	10.00
GROUP 8.....	\$ 27.14	10.00
GROUP 9.....	\$ 27.37	10.00
GROUP 10.....	\$ 27.62	10.00

ZONE PAY:

ZONE 1 0-30 MILES: FREE
ZONE 2 MORE THAN 30-60 MILES: \$2.00/PER HOUR
ZONE 3 MORE THAN 60 MILES: \$3.00/PER HOUR

If a project is located in more than one zone the lower zone
rate shall apply

ZONES SHALL BE MEASURED FROM THE THE FOLLOWING U.S. POST
OFFICES:

BOISE: 304 N. 8TH STREET
TWIN FALLS: 253 2ND AVE. WEST
POCATELLO: CLARK STREET
IDAHO FALLS: 875 NORTH CAPITAL AVE.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Brakeman; Crusher Plant Feeder (Mechanical);
Deckhand; Grade Checker; Heater Tender; Land Plane;

Pumpman; Rear Chainman

GROUP 2: Air Compressor; Assistant Refrigeration Plant Operator; Bell Boy; Bit Grinder Operator; Blower Operator (cement); Bolt Threader Machine Operator; Broom; Cement Hog; Concrete Mixer; Concrete Saw multiple cut; Discing - Harrowing or Mulching (regardless of motive power); Distributor Leverman; Drill Steel Threader Machine Operator; Fireman-all; Hoist-single drum; Hydraulic Monitor Operator-skid mounted; Oiler (single piece of equipment); Crusher Oiler; Pugmixer-Box Operator; Spray Curing Machine; Tractor-rubber tired farm type using attachments

GROUP 3: A-Frame Truck (hydra lift, Swedish Cranes, Ross Carrier, Hyster on construction jobs); Battery Tunnel Locomotive; Belt Finishing Machine; Cable Tenders (underground); Chip Spreader Machine (self-propelled); Hoist-2 or more durms or Tower Hoist; Hydralift-Fork lift & similar (when hoisting); Oilers (underground); Power Loader (bucket elevator conveyors); Rodman; Road Roller (regardless of motive power)

GROUP 4: Boring Machines (earth or rock); Quarrymaster-Joy-tractor mounted, Drills: Churn-Core-Calyx or Diamond; Front End & Overhead Loaders and similar machines-(up to and including 4 yds)(rubber-tired); Grout Pump; Hydra-Hammer; Locomotive Engineer; Longitudinal Float Machine; Mobilemixer; Spreader Machine; Tractor-rubber tired-using Backhoe, Transverse Finishing Machine; Trenching Machines; Waggoner Compactor and similar; Asphalt Spreaders; Groundman on Rotomill

GROUP 5: Concrete Plant Operator; Concrete Road Paver (dual); Elevating Grader Operator; Euclid Elevating Loader; Generator Plant Operator-Mechanic (diesel electric); Post Hole Auger or Punch Operator; Power Shovels, Backhoes and Draglines (under 3/4 yd); Pumpcrete; Refrigeration Plant Operator(1000 tons and under; Road Roller(finishing high type pavement); Skidder-rubber tired; Sub Grader; Multiple Station Beltline Operator; Screed Operator

GROUP 6: Asphalt Pavers-self propelled; Asphalt Plant Operator; Blade Operator (motor patrol); Concrete Slip Form Paver; Cranes - up to and including 50 ton; Crusher Plant Operator; Derrick Operator; Drilling Equipment (bit under 8 inches) - Robbins Reverse Circulation and similar; Front End and Overhead Loaders and similar machines-over 4 yds to and including 7 yds; Koehring Scooper; Mucking Machine (underground); Multi-batch Concrete Plant Operator; Piledriver Engineer; Power Shovels, Backhoes and Draglines (3/4 yd to and including 3 1/2 yds), Tractor-crawler type-including all attachments; Refrigeration Plant Operator (over 1,000 tons); Trimmer Machine Operator; Concrete Pump Boom Truck; All Scrapers up to and including

40 yards; Rotomill; Vacuum or Super-Sucker or Vactor
Operator; Service Oiler

GROUP 7: Cableway Operator; Continuous Excavator (Barber
Greene WL-50); Cranes-over 50 tons; Dredges; Drilling
Equipment (bit 8 inches and over)-Robbins Reverse
Circulation & similar; Fine Grader-CMI or equivalent; Front
End & Overhead Loaders & similar machines-(over 7 yards);
Power Shovels & Draglines over 3 1/2 yards; Quad type
Tractors with all attachments; all Scrapers, pulling
wagons, belly dumps and attachments (over 40 yards to and
including 60 yards); Multiple Scraper Units; Tower Crane
Operator; Heavy Duty Mechanic

GROUP 8: Scrapers - Euclid & similar, pulling wagons, belly
dumps and attachments, over 60 yards to and including 80
yards; Dozer or Blade (Motor Patrol) when remote grade
control device (GPS or Laser or similar) is used

GROUP 9: Scrapers - Euclid and similar, pulling wagons,
belly dumps and attachments, over 80 yards to and
including 100 yards

GROUP 10: Scrapers - Euclids and similar, pulling wagons,
belly dumps and attachments, over 100 yards

BOOM PAY: All Cranes and Concrete Pump Boom Trucks
100 ft to 150 ft \$.15 over scale
150 ft to 200 ft \$.30 over scale
Over 200 ft \$.45 over scale

NOTE: In computing the length of the boom on Tower Cranes,
they shall be measured from the base of the tower to the
point of the boom.

ENGI0370-003 06/01/2011

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NOUTH OF THE 46TH
PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE
COUNTIES.

AREA 1: (Anyone working on HAZMAT jobs working with supplied
air shall receive \$1.00 per hour above classification)

ZONE 1:

	Rates	Fringes
Power equipment operators:		
GROUP 1A.....	\$ 24.41	12.05
GROUP 1.....	\$ 24.76	12.05
GROUP 2.....	\$ 25.08	12.05

GROUP 3.....	\$ 25.69	12.05
GROUP 4.....	\$ 25.85	12.05
GROUP 5.....	\$ 26.01	12.05
GROUP 6.....	\$ 26.29	12.05
GROUP 7.....	\$ 26.56	12.05
GROUP 8.....	\$ 27.66	12.05

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington;
Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Pasco,
Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1A: Boat Operator; Crush Feeder; Oiler; Steam Cleaner

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Drillers Helper (Assist driller in making drill rod connections, service drill engine and air compressor, repair drill rig and drill tools, drive drill support truck to and on the job site, remove drill cuttings from around bore hole and inspect drill rig while in operation); Fireman & Heater Tender; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine; Crane Oiler-Driver (CLD required) & Cable Tender, Mucking Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled); Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumora, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment (8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operator (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers) (Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments); Cable Controller (dispatcher); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Drill Doctor; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving

Machine (asphalt and concrete); Quad-Track or similar equipment; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel(under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaurerly and Similar); Ultra High Pressure Waterjet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower)

180 ft to 250 ft \$.50 over scale

Over 250 ft \$.80 over scale

NOTE:

In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT:

Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 an hour above classification.

IRON0014-003 07/01/2010

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO(NORTH OF THE 46TH PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE

	Rates	Fringes
Ironworker, Rebar.....	\$ 31.09	19.60
IRONWORKER, STRUCTURAL.....	\$ 31.09	19.60

IRON0014-007 07/01/2010

ADAMS (REMAINDER OF COUNTY), IDAHO (SOUTH OF THE 46TH
PARALLEL), LEMHI (NORTHWEST CORNER), VALLEY (NORTHEASTERN 1/3)
AND WASHINGTON (NORTHWESTERN 1/2) COUNTIES

	Rates	Fringes
IRONWORKER		
REBAR.....	\$ 31.09	19.60
STRUCTURAL.....	\$ 31.09	19.60

IRON0732-007 06/01/2011

ADAMS (EAST CORNER), BEAR LAKE, BINGHAM, BLAINE, BUTTE,
BONNEVILLE, CAMAS, CARIBOU, CASSIA, CLARK, CUSTER, ELMORE,
FRANKLIN, FREMONT, GOODING, JEFFERSON, JEROME, LINCOLN, LEMHI
(REMAINDER OF COUNTY), MADISON, MINIDOKA, ONEIDA, PAYETTE,
TETON, TWIN FALLS, VALLEY (SOUTHEAST 2/3), AND WASHINGTON
(SOUTHEAST 1/2) COUNTIES.

	Rates	Fringes
IRONWORKER		
Rebar.....	\$ 26.00	16.00
STRUCTURAL.....	\$ 26.00	16.00

LABO0155-001 01/01/2011

ADAMS, BEAR LAKE, BINGHAM, BLAINE, BONNEVILLE, BUTTE, CAMAS,
CARIBOU, CASSIA, CLARK, CUSTER, ELMORE, FRANKLIN, FREMONT,
GOODING, IDAHO (SOUTH OF THE 46TH PARALLEL), JEFFERSON, JEROME,
LEMHI, LINCOLN, MADISON, MINIDOKA, ONEIDA, PAYETTE, TETON, TWIN
FALLS, VALLEY AND WASHINGTON COUNTIES

AREA 2: (Anyone working on HAZMAT jobs working with supplied
air shall receive \$1.00 per hour above classification)

ZONE 1:

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.88	11.05
GROUP 2.....	\$ 23.98	11.05
GROUP 3.....	\$ 24.08	11.05
GROUP 4.....	\$ 24.18	11.05
GROUP 5.....	\$ 24.23	11.05
GROUP 6.....	\$ 24.48	11.05

GROUP 7.....	\$ 24.73	11.05
GROUP 8.....	\$ 24.13	11.05
GROUP 9.....	\$ 24.28	11.05
GROUP 10.....	\$ 24.38	11.05

ZONE PAY:

ZONE 1 0-30 MILES: FREE
 ZONE 2 MORE THAN 30-60 MILES: \$2.00/PER HOUR
 ZONE 3 MORE THAN 60 MILES: \$3.00/PER HOUR

If a project is located in more than one zone the lower zone rate shall apply

ZONES SHALL BE MEASURED FROM THE THE FOLLOWING U.S. POST OFFICES:

BOISE: 304 N. 8TH STREET
 TWIN FALLS: 253 2ND AVE. WEST
 POCATELLO: CLARK STREET
 IDAHO FALLS: 875 NORTH CAPITAL AVE.

LABORERS CLASSIFICATIONS

GROUP 1: General laborers; Sloper, cleaning and grading; Form stripper; Concrete crew; Concrete curing crew; Carpenter tender; Asphalt laborer; Hopper tender; Flagman (including Pilot car); Watchman; Heater Tender; Stake jumper; Choker setters; Spreader and weighman; Scouring concrete; Rip Rap Man (hand placed); Crusher tender; Cribbing and shoring (in open ditches); Machinery and parts cleaner; Leverman, manual or mechanical; Demolition, salvage; Landscaper; Tool roomman; Traffic Stripping Crew; Asbestos Abatement Laborers; Janitor (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Chuck tender; Driller tender; Air tampers; Gunnite nozzleman tender; Pipewrapper; Tar pot tender; Concrete sawyer; Concrete Grinder; Signalman, handling cement; Dumpman; Steam nozzleman; Air and water nozzleman (Green Cutter, Concrete); Vibrator (less than 4"); Pumpcrete and grout pump crew; hydraulic Monitor; Hydro Blaster

GROUP 3: Pipelayer, including sewer, drainage, sprinkler systems and water lines; Free Air Caisson; Jackhammer; Paving Breaker; Chipping Gun Concrete; Powderman Tender; Asphalt Raker; Gasoline powered Tamper; Electric Ballast Tamper; Sand Blasting; Form Setter, airport paving; Gunman (Gunitite); Manhole Setter; Hand guided machines, such as Roto Tillers, Trenchers, Post-Hole Diggers, Walking Garden Tractors, etc.; Cutting Torch

GROUP 4: Hod Carrier; Mason Tender; Plaster Tender; Mason Tender (concrete);

Terrazzo-Tile Tender

GROUP 5: Highscaler; Wagon Drill; Grade Checker; Gunnite
Nozzleman; Timber faller and buckler

GROUP 6: Diamond Drills; Drillers on Drills with
Manufacturers rating 3" or over

GROUP 7: Powderman

UNDERGROUND WORK:

GROUP 8: Reboundman; Chucktender; Nipper; Dumpman; Vibrator
(less than 4"); Brakeman; Mucker; Bullgang

GROUP 9: Form Setter and Mover

GROUP 10: Miners; Machineman; Timbermen; Steelmen; Drill
Doctors; Spaders and Tuggers; Spilling and/or Caisson
Workers; Vibrator (over 4")

LAB00238-001 06/01/2011

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NOUTH OF THE 46TH
PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE
COUNTIES.

AREA 1:

ZONE 1:

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 21.01	10.00
GROUP 2.....	\$ 23.11	10.00
GROUP 3.....	\$ 23.38	10.00
GROUP 4.....	\$ 23.35	10.00
GROUP 5.....	\$ 23.93	10.00

Zone Differential (Add to Zone 1 rates): Zone 2 - \$2.00

BASE POINTS: Spokane, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: 45 radius miles and over from the main post office

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer, Scaleman; Traffic
Control Maintenance Laborer (to include erection and
maintenance of barricades, signs, and relief of
flagperson); Window Washer; Washer/Cleaner(Detail cleanup,

such as but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Cleanup laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker; Miner, Class "A" (to include bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly and dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Form Setter, paving; Grader Checker Using Level; Jackhammer Operator Miner, Class B (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow, power driven

GROUP 4: Air and Hydraulic Track Drill; Asphalt Raker; Brush Machine (to include, horizontal construction joint clean-up brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when working on free standing concrete stacks for smoke or fume control above 40 feet high); Gunnite (to include operation of machine and nozzle); High Scaler; Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and operator and rigger on tunnels); Monitor Operator, air track or similar mounting; Mortar Mixer; Nozzleman (to include jet blasting nozzle, over 1,200 lbs., jet blast machine power-propelled, sandblast

nozzle); Pavement Breaker, 90 lbs. and over Pipelayer (to include working topman, caulker, collerman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer, tamper); Pipewrapper; Plasterer Tenders; Vibrators, all

GROUP 5 - Drills with dual masts; Hazardous Waste Worker, Level A; Miner Class "D" (to include raise and shaft miner, laser beam operator on raises and shafts)

GROUP 6 - Powderman

PAIN0005-015 01/01/2012

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NORTH OF THE 46TH PARALLEL), KOOTENAI, LATAH, LEWIS, NEX PERCE AND SHOSHONE COUNTIES.

	Rates	Fringes
PAINTER (Traffic Control Striper).....	\$ 30.96	12.77

* PAIN0005-016 01/01/2012

BOUNDARY, BONNER, BENEWAH, CLEARWATER, IDAHO (NORTH OF THE 46TH PARALLEL), KOOTENAI, LATAH, LEWIS, NEX PERCE AND SHOSHONE COUNTIES.

	Rates	Fringes
Painters:		
Application of Cold Tar Products, Epoxies, Polyurethanes, Acids, Radiation Resistant Material, Water and Sandblasting, Bridges, Towers, Tanks, Stacks, Steeples, Lead Abatement, Asbestos Abatement.....	\$ 21.50	7.98
Over 30'/Swing Stage Work..	\$ 22.20	7.98
Brush, Roller, Striping, Steam-cleaning and Spray....	\$ 21.53	9.45
TV Radio, Electrical Transmission Towers.....	\$ 21.50	7.98
TV, RADIO, ELECTRICAL TRANSMISSION TOWERS Over 30'/Swing Stage Work..	\$ 22.20	7.98

*\$.70 shall be paid over and above the basic wage rates listed for work on swing stages and high work of over 30 feet.

PAIN0005-017 06/01/2006

BEAR LAKE, BINGHAM, BLAINE, BONNEVILLE, BUTTE, CARIBOU, CASSIA,
CLARK, CUSTER, FREMONT, JEFFERSON, LEMHI, MADISON, MINIDOKA,
ONEIDA AND TETON COUNTIES.

	Rates	Fringes
PAINTER.....	\$ 9.58	6.90

PAIN0477-003 06/01/2006

ADAMS, ELMORE, IDAHO (SOUTH OF THE 46TH PARALLEL), PAYETTE,
VALLEY AND WASHINGTON COUNTIES.

	Rates	Fringes
PAINTER (Traffic Control Stripers).....	\$ 20.60	4.67

PAIN0477-004 05/01/2006

ADAMS, CAMAS, ELMORE, GOODING, JEROME, LINCOLN, PAYETTE, TWIN
FALLS, VALLEY AND WASHINGTON COUNTIES.

	Rates	Fringes
PAINTER.....	\$ 13.01	4.05

PAIN0764-003 06/01/2010

BEAR LAKE, BINGHAM, BLAINE, BONNEVILLE, BUTTE, CAMAS, CARIBOU,
CASSIA, CLARK, CUSTER, FREMONT, GOODING, JEFFERSON, JEROME,
LEMHI, LINCOLN, MADISON, MINIDOKA, ONEIDA, TETON, AND TWIN
FALLS COUNTIES.

	Rates	Fringes
PAINTER (Traffic Control Stripers).....	\$ 26.18	6.87

PLAS0072-001 06/01/2011

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NORTH OF THE 46TH
PARALLEL), KOOTENAI, LATAH, LEWIS AND NEZ PERCE AND SHOSHONE
COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.01	11.32

Zone Differential (Add to Zone 1 rate): Zone 2 - \$2.00

BASE POINTS: Spokane, Pasco, Lewiston, Wenatchee

Zone 1: 0-45 radius miles from the main post office

Zone 2: Over 45 radius miles from the main post office

PLAS0219-004 01/01/2011

ADAMS, BEAR LAKE, BINGHAM, BLAINE, BONNEVILLE, BUTTE, CAMAS,
CARIBOU, CASSIA, CLARK, CUSTER, ELMORE, FRANKLIN, FREMONT,
GOODING, IDAHO (SOUTH OF THE 46TH PARALLEL), JEFFERSON, JEROME,
LEMHI, LINCOLN, MADISON, MINIDOKA, ONEIDA, PAYETTE, TETON, TWIN
FALLS, VALLEY AND WASHINGTON

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 18.18	16.30
GROUP 2.....	\$ 19.06	16.30

ZONE PAY:

ZONE 1 0-30 MILES: FREE
ZONE 2 MORE THAN 30-60 MILES: \$2.00/PER HOUR
ZONE 3 MORE THAN 60 MILES: \$3.00/PER HOUR

If a project is located in more than one zone the lower zone
rate shall apply

ZONES SHALL BE MEASURED FROM THE THE FOLLOWING U.S. POST
OFFICES:

BOISE: 304 N. 8TH STREET
TWIN FALLS: 253 2ND AVE. WEST
POCATELLO: CLARK STREET
IDAHO FALLS: 875 NORTH CAPITAL AVE.

CEMENT MASONS CLASSIFICATIONS

GROUP 1: - JOURNEYMAN CEMENT MASON (including but not
limited to hand chipping and patching, all types grouting
and pointing of all concrete constructions, screed setting
including screed pins, dry packing of all concrete
including Embeco, plugging and filling all voids, etc.,
concrete construction, waterproofing of concrete with
Thoroseal or similar materials.

GROUP 2: - CEMENT MASON (magnesite terazzo and mastic composition, two component epoxies, Clary and similar type screed operator, sandblasting of concrete for architectural finished only, Power chipping and bushhammer, all color concrete work, Power Trowel Operator, Power Grinder Operator, Gunnite and Composition Floor Layer).

TEAM0483-001 01/01/2011

ADAMS, BEAR LAKE, BINGHAM, BLAINE, BONNEVILLE, BUTTE, CAMAS, CARIBOU, CASSIA, CLARK, CUSTER, ELMORE, FREMONT, GOODING, IDAHO (SOUTH OF THE 46TH PARALLEL), JEFFERSON, JEROME, LEMHI, LINCOLN, MADISON, MINIDOKA, ONEIDA, PAYETTE, TETON, TWIN FALLS, VALLEY AND WASHINGTON COUNTIES

AREA 2: (Anyone working on HAZMAT jobs working with supplied air shall receive \$1.00 per hour above classification)

ZONE 1

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 21.20	13.95
GROUP 2.....	\$ 21.57	13.95
GROUP 3.....	\$ 21.80	13.95
GROUP 4.....	\$ 21.98	13.95
GROUP 5		
CLASS A.....	\$ 21.80	13.95
CLASS B.....	\$ 21.98	13.95
CLASS C.....	\$ 22.21	13.95
CLASS D.....	\$ 22.32	13.95
CLASS E.....	\$ 22.95	13.95
CLASS F.....	\$ 23.39	13.95

THERE IS A HAZMAT CLASSIFICATION INCLUDED IN EACH GROUP

ZONE PAY:

ZONE 1 0-30 MILES: FREE
ZONE 2 MORE THAN 30-60 MILES: \$2.00/PER HOUR
ZONE 3 MORE THAN 60 MILES: \$3.00/PER HOUR

If a project is located in more than one zone the lower zone rate shall apply

ZONES SHALL BE MEASURED FROM THE THE FOLLOWING U.S. POST OFFICES:

BOISE: 304 N. 8TH STREET
TWIN FALLS: 253 2ND AVE. WEST
POCATELLO: CLARK STREET
IDAHO FALLS: 875 NORTH CAPITAL AVE.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Leverman Loading at Bunkers; Pilot Car or Escort Driver Flat Bed-2 Axle and Pickup Hauling material; Water Truck (1,000 gallons and under); Ambulance Driver; Flat Bed-3 Axle; Fuel Truck (1,000 gallons and under); Greaser; Tireman; Serviceman; Buggymobile; Manhaul (Shuttle Truck or Bus)

GROUP 2: Slurry or Concrete Pumping Truck; Flat Bed using Power Takeoff; Semi Trailer-Low Boy (up to 96,000 lbs. GVW); Bulk Cement Tanker (up to 96,000 lbs. GVW); Fork Lift (Bull Lift, Hydro Lift), Ross Hyster and similar Straddle equipment; "A" Frame Truck (Swedish Crane, Iowa 3,000 Hydro Lift); Transit Mix Truck (0-10 yds); Warehouseman Loading and Unloading

GROUP 3: Water Tank Truck; Fuel Truck (over 1,000 gallons); Transit Mix Trucks (10 yards & over), Dumpsters; Distributor or Spreader Truck; Field Tireman-Serviceman; Snow Plow (Truck Mounted); Warehouseman; Counterman, Shipping Receiving, Cardex.

GROUP 4: Low Boy (96,000 lbs. GVW & over); Bulk Cement Tanker (96,000 lbs. GVW & over); Transit Mix Trucks (over 10 yards); Turnarocker & similar equipment; Warehouseman General

GROUP 5:

CLASS:

- A - Truck - Side, end and bottom dump, 0-16 yards, inclusive.
- B - Truck - Side, end and bottom dump, 16-30 yards, inclusive.
- C - Truck - Side, end and bottom dump, 30-50 yards, inclusive, and Truck Mechanic.
- D - Truck - Side, end and bottom dump, 50-75 yards, inclusive.
- E - Truck - Side, end and bottom dump, 75-100 yards inclusive.
- F - Truck - Side, end and bottom dump, over 100 yards.

TEAM0690-001 07/01/2010

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NORTH OF THE 46TH PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE COUNTIES

AREA 1: (ANYONE WORKING ON HAZMAT JOBS SEE FOOTNOTE A BELOW)

ZONE 1:

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 20.02	10.75
GROUP 2.....	\$ 22.29	10.75
GROUP 3.....	\$ 22.79	10.7
GROUP 4.....	\$ 23.12	10.75
GROUP 5.....	\$ 23.23	10.75
GROUP 6.....	\$ 23.40	10.75
GROUP 7.....	\$ 23.93	10.75
GROUP 8.....	\$ 24.26	10.75

Zone Differential (Add to Zone 1 rate): Zone 2 - \$2.00)

BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office

Zone 2: 45 radius miles and over from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver; Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yards); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yds. to & including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank Truck (0-8000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom & articulated end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled), up to 14 ton; Vacuum truck

(super sucker, guzzler, etc.); Water Tank Truck
(8,001-14,000 gallons)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift
(over 16,000 lbs.); Dumps (Semi-end); Lowboy (over 50
tons); Mechanic (Field); Transfer Truck & Trailer; Transit
Mixers & Trucks Hauling Concrete (over 10 yds. to &
including 20 yds.); Trucks, side, end, bottom & articulated
end dump (over 20 yds. to & including 40 yds.);
Truck and Pup; Tournarocker, DW's & similar, with 2 or more
4 wheel-power tractor with trailer, gallonage or yardage
scale,
whichever is greater; Water Tank Truck (8001-14,000 gallons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable
operated trailer);
Transit Mixers & Trucks Hauling Concrete (over 20 yds.);
Truck, side, end,
bottom & articulated end dump(over 40 yds. to & including 100
yds.); Truck
mounted Crane (with load bearing surface either mounted or
pulled (16 through
25 tons)

GROUP 8: Prime Movers & Stinger Truck; Trucks, side, end,
bottom and
articulated end dump (over 100 yds.); Helicopter Pilot
Hauling Employees
or Materials

FOOTNOTE A - Anyone working on a HAZMAT job, where HAZMAT
certification is
required, shall be compensated as a premium, in additon to
the classification
working in as follows:

LEVEL C-D: - \$.50 PER HOUR - This is the lowest level of
protection. This
level may use an air purifying respirator or additional
protective clothing.

LEVEL A-B: - \$1.00 PER HOUR - Uses supplied air in
conjunction with a
chemical spash suit or fully encapsulated suit with
self-contained breathing
apparatus.

NOTE: Trucks Pulling Equipment Trailers: shall receive
\$.15/hour over
applicable truck rate

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

ATTACHMENT 5

STANDARD FORM 1413 (SF1413)

(EPA CONTRACT NO. EP-R7-07-02) (PN 30261)

ATTACHMENT 6

PAYROLL FORMS (OPTIONAL FORM WH 347) AND INSTRUCTIONS

(EPA CONTRACT NO. EP-R7-07-02) (PN 30261)

ATTACHMENT 7

REPRESENTATIONS AND CERTIFICATIONS

(EPA CONTRACT NO. EP-R7-07-02) (PN 30261)

OFFEROR: _____

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

Instructions:

Please complete the following and sign/date the signature page (Item 34). A purchase order / subcontract will not be issued prior to the return of this completed document to Environmental Quality Management, Inc. (EQ).

The offeror represents and certifies as part of its offer that:

1. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (52.203-2) (APR 1985)

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision
_____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (SEP 2007)

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at [2 U.S.C. 1602\(8\)](#). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” ([52.203-12](#)) are hereby incorporated by reference in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by [31 U.S.C. 1352](#). Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000 for each such failure.

3. LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-12) (Oct 2010)

(a) *Definitions.* As used in this clause—

“Agency” means executive agency as defined in Federal Acquisition Regulation (FAR) 2.101.

“Covered Federal action” means any of the following Federal actions:

- (1) Awarding any Federal contract.
- (2) Making any Federal grant.
- (3) Making any Federal loan.
- (4) Entering into any cooperative agreement.
- (5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

“Indian tribe” and “tribal organization” have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C.450B) and include Alaskan Natives.

“Influencing or attempting to influence” means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

“Local government” means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

“Officer or employee of an agency” includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

“Person” means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

“Reasonable compensation” means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

“Reasonable payment” means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

“Recipient” includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and *are* permitted by other Federal law.

“Regularly employed” means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

“State” means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) *Prohibition.* 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352 the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contract the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term *appropriated funds* does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) *Exceptions.* The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) Agency and legislative liaison by Contractor employees.

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern—

(A) The qualities and characteristics (including individual demonstrations) of the person’s products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person’s products or services for an agency’s use.

(iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(2) Professional and technical services.

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law

as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(iii) As used in this paragraph (c)(2), “professional and technical services” are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) Disclosure.

(1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C.1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) *Cost allowability.* Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(g) *Subcontracts.*

(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding \$150,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding \$150,000.

4. TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) *Definitions.*

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c) (3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other_____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name_____

TIN_____

5. WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

6. CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-5) (APR 2010)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division, or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

7. PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION (FAR 52.209-2) (Jul 2009)

(a) *Definition.* "Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

(b) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(c) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

8. PLACE OF PERFORMANCE – SEALED BIDDING (FAR 52.214-14) (APR 1985)

(a) The bidder, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [*check applicable box*] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance
(Street Address, City,
State, County, Zip Code)

Name and Address of Owner
and Operator of the Plant
or Facility if Other than Bidder

9. PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
State, County, Zip Code)

Name and Address of Owner
and Operator of the Plant
or Facility if Other than
Offeror or Respondent

10. SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAY 2004)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [*Insert Your Company's NAICS code*].

(2) The small business size standard is _____ *[insert size standard for the above NAICS Code]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” means a small business concern –

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall –

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Apr 2002). As prescribed in [19.308](#)(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) *[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

11. EQUAL LOW BIDS (FAR 52.219-2) (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

12. SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (FAR 52.219-19) (OCT 2000)

(a) *Definition.* "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification system (NAICS) code assigned to a contracting opportunity.

(b) *[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]* The Offeror [] is, [] is not an emerging small business.

(c) *[Complete only if the Offeror is a small business or an emerging small business, indicating its size range.]* Offeror's number of employees for the past 12 months *[check this column if size standard stated in solicitation is expressed in terms of number of employees]* or Offeror's average annual gross revenue for the last 3 fiscal years *[check this column if size standard stated in solicitation is expressed in terms of annual receipts]*. *[Check one of the following.]*

<u>No. of Employees</u>	<u>Avg. Annual Gross Revenue</u>
___ 50 or fewer	___ \$1 million or less
___ 51 - 100	___ \$1,000,001 - \$2 million
___ 101 - 250	___ \$2,000,001 - \$3.5 million
___ 251 - 500	___ \$3,500,001 - \$5 million
___ 501 - 750	___ \$5,000,001 - \$10 million
___ 751 - 1,000	___ \$10,000,001 - \$17 million
___ Over 1,000	___ Over \$17 million

13. SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (FAR 52.219-21) (MAY 1999)

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

Offeror's number of employees for the past 12 months *[check this column if size standard stated in solicitation is expressed in terms of number of employees]* or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). *[Check one of the following.]*

<u>No. of Employees</u>	<u>Avg. Annual Gross Revenues</u>
___ 50 or fewer	___ \$1 million or less
___ 51 - 100	___ \$1,000,001 - \$2 million
___ 101 - 250	___ \$2,000,001 - \$3.5 million
___ 251 - 500	___ \$3,500,001 - \$5 million
___ 501 - 750	___ \$5,000,001 - \$10 million
___ 751 - 1,000	___ \$10,000,001 - \$17 million
___ Over 1,000	___ Over \$17 million

14. SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.*

(1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

15. CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FAR 52.222-18)(FEB 2001)

(a) *Definition.* Forced or indentured child labor means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

_____	_____
_____	_____

(c) *Certification.* The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

- [] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- [] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

16. PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

17. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

18. AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

19. COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FAR 52.222-38) (SEP 2010)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of [38 U.S.C. 4212\(d\)](#) (*i.e.*, if it has any contract containing Federal Acquisition Regulation clause [52.222-37](#), Employment Reports on Veterans), it has submitted the most recent VETS-100 Report required by that clause.

20. EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION (FAR 52.222-48) (FEB 2009)

- (a) The offeror shall check the following certification:

CERTIFICATION

The offeror ☐ does ☐ does not certify that—

- (1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;
 - (2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.
 - (i) An “established catalog price” is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.
 - (ii) An “established market price” is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and
 - (3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR [22.1003-4\(c\)\(3\)](#) that the Service Contract Act—
- (1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or
 - (2) Will apply to this offeror, then the clause at [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be

included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) The clause in this solicitation at [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

21. EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES--CERTIFICATION (FAR 52.222-52) (NOV 2007)

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror [] does [] does not certify that—

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An “established catalog price” is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An “established market price” is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Act—

(1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

22. BIOBASED PRODUCT CERTIFICATION (FAR 52.223-1) (DEC 2007)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 ([7 U.S.C. 8102\(c\)\(3\)](#)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 2902, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

23. RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (MAY 2008)

As required by the Resource Conservation and Recovery Act of 1976 ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(i\)](#)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

24. ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (FAR 52.223-9) (MAY 2008)

(a) *Definitions.* As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to _____ [*Contracting Officer complete in accordance with agency procedures*].

(End of clause)

Alternate I (May 2008). As prescribed in [23.406\(d\)](#), redesignate paragraph (b) of the basic clause as paragraph (c) and add the following paragraph (b) to the basic clause:

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)):

CERTIFICATION

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

25. CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located within any State of the United States or its outlying areas.

26. BUY AMERICAN ACT CERTIFICATE (FAR 52.225-2) (FEB 2009)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(b) Foreign End Products:

Line Item No.:	Country of Origin:
----------------	--------------------

_____	_____
_____	_____

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

27. BUY AMERICAN ACT—FREE TRADE AGREEMENTS—ISRAELI TRADE ACT CERTIFICATE (FAR 52.225-4) (JUN 2009)

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

_____	_____
_____	_____
_____	_____

[List as necessary]

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

_____	_____
_____	_____
_____	_____

[List as necessary]

(d) The Government will evaluate offers in accordance with the policies and procedures of [Part 25](#) of the Federal Acquisition Regulation.

Alternate I (Jan 2004). As prescribed in [25.1101\(b\)\(2\)\(ii\)](#), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

LINE ITEM NO.

[List as necessary]

Alternate II (Jan 2004). As prescribed in [25.1101\(b\)\(2\)\(iii\)](#), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

CANADIAN OR ISRAELI END PRODUCTS:

LINE ITEM NO. COUNTRY OF ORIGIN

_____	_____
_____	_____
_____	_____

[List as necessary]

28. TRADE AGREEMENTS CERTIFICATE (FAR 52.225-6) (JAN 2005)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products

Line Item No. Country of Origin:

_____	_____
_____	_____
_____	_____

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

29. PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (FAR 52.225-20) (AUG 2009)

(a) *Definitions.* As used in this provision—

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

30. PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN—CERTIFICATION (FAR 52.225-25) (Sep 2010)

(a) *Definition.*

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) *Certification.* Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAR 25.703-2(d), by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) *Exception for trade agreements.* The certification requirement of paragraph (b) of this provision does not apply if--

(1) This solicitation includes a trade agreements certification (e.g., 52.225-4, 52.225-11 or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

31. HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (FAR 52.226-2) (OCT 2008)

(a) *Definitions.* As used in this provision—

“Historically Black College or University” means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority institution” means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 ([20 U.S.C. 1067k](#)), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act ([20 U.S.C. 1101a](#)).

(b) *Representation.* The offeror represents that it—

[] is [] is not a historically black college or university;

[] is [] is not a minority institution.

32. ROYALTY INFORMATION (FAR 52.227-6) (APR 1984)

(a) *Cost or charges for royalties.* When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) *Copies of current licenses.* In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

33. REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (FAR 52.227-15) (DEC 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at [52.227-14](#), Rights in Data—General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at [52.227-16](#), if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at [52.227-14](#) included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [*offeror check appropriate block*]

[] (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

[] (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

34. ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552-209-70) (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR subpart 9.5 and EPAAR part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

35. ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information.

36. SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

37. COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (EP-S 99-1) (FEB 1999) DEVIATION

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [], has not [] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

38. ONLINE REPRESENTATIONS AND CERTIFICATIONS

The U.S. Government has a website (<http://orca.bpn.gov>) in which prospective contractors who are registered on the Central Contractor Registration (CCR) can complete electronic annual representations and certifications. The Offeror represents that it has [], has not [] completed online representations and certifications via the ORCA website.

39. SIGNATURE BLOCK

This is to certify, to the best of my knowledge and belief that the representations and certifications made herein by the offeror are accurate and current as of the date indicated below.

Offeror's Name: _____

Address: _____

Name of Person Authorized to sign: _____

(Type or Print)

Signature: _____

Date: _____

DUNS No. _____

EXHIBIT B.

US DOT SUBCONTRACT SPECIFICATIONS